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FEDERAL TRADE COMMISSION

13 **UNITED STATES DISTRICT COURT**  
14 **DISTRICT OF NEVADA**

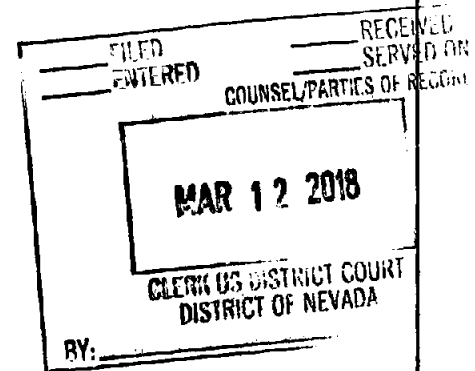
15 **FEDERAL TRADE COMMISSION,**

16 **Plaintiff,**

17 **v.**

18 **AWS, LLC, a Nevada limited liability company;**  
19 **FBA DISTRIBUTORS, LLC, a Massachusetts**  
20 **limited liability company; FBA STORES, LLC, a**  
21 **Nevada limited liability company; INFO PROS,**  
22 **LLC, a Nevada limited liability company; ONLINE**  
**AUCTION LEARNING CENTER, INC., a**  
**Massachusetts corporation; ONLINE AUCTION**  
**LEARNING CENTER, INC., a Nevada corporation;**  
**CHRISTOPHER F. BOWSER; ADAM S.**  
**BOWSER; and JODY MARSHALL,**

23 **Defendants.**



**2:18-cv-00442-JCM-PAL**

**FILED UNDER SEAL**

**PLAINTIFF FEDERAL TRADE  
COMMISSION'S EXHIBITS**

**VOLUME IX**

**Px. 81 - 85**

**FTC-002033 TO FTC-002253**

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

AWS, LLC, a Nevada limited liability company;  
FBA DISTRIBUTORS, LLC, a Massachusetts  
limited liability company; FBA STORES, LLC, a  
Nevada limited liability company; INFO PROS,  
LLC, a Nevada limited liability company;  
ONLINE AUCTION LEARNING CENTER,  
INC., a Massachusetts corporation; ONLINE  
AUCTION LEARNING CENTER, INC., a  
Nevada corporation; CHRISTOPHER F.  
BOWSER; ADAM S. BOWSER; and JODY  
MARSHALL,

Defendants.

CASE NO. \_\_\_\_\_

**FILED UNDER SEAL**

**PLAINTIFF FEDERAL TRADE  
COMMISSION'S EXHIBITS**

**VOLUME IX**

**Px. 81 – 85**

**FTC-002033 TO FTC-002253**

<b>Px. #</b>	<b>Exhibit Description</b>	<b>Bates Start Range</b>	<b>Bates End Range</b>
Px. 81	Complaint Filed in <i>Washington v. Bowser et al.</i> , No. 17-2-31392-1 (Wash. King County Super. Ct. filed Dec. 6, 2017)	FTC-002033	FTC-002063
Px. 82	Answer Filed in <i>Washington v. Bowser et al.</i> , No. 17-2-31392-1 (Wash. King County Super. Ct. filed Dec. 6, 2017)	FTC-002064	FTC-002077
Px. 83	Complaint Filed in <i>Nancy Vinca v. FBA Stores, LLC et al.</i> , No. 1:18cv192 (N.D. Ill. filed Jan. 10, 2018)	FTC-002078	FTC-002132
Px. 84	Complaint Filed in <i>FBA Stores, LLC v. Jerry Johnson et al.</i> , 17CV312081 (Cal. Super. Ct. Santa Clara County filed June 21, 2017)	FTC-002133	FTC-002142
Px. 85	Complaint Filed in <i>Amazon.com Inc. v. FBA Stores, LLC et al.</i> , No. 2:17cv1830 (W.D. Wash. filed Dec. 6, 2017)	FTC-002143	FTC-002253



**Px. 81 Complaint Filed in Washington v. Bowser et  
al., No. 17-2-31392-1**

**(Wash. King County Super. Ct. filed Dec. 6, 2017)**



**STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

NO.

Plaintiff,

COMPLAINT FOR INJUNCTIVE  
AND OTHER RELIEF UNDER THE  
CONSUMER PROTECTION ACT,  
RCW 19.86, AND THE BUSINESS  
OPPORTUNITY FRAUD ACT, RCW  
19.110

v.

ADAM BOWSER, individually and on  
behalf of his marital community;  
CHRISTOPHER BOWSER, individually  
and on behalf of his marital community;  
AWS, LLC, a Nevada limited liability  
company; FBA DISTRIBUTORS, LLC,  
a Massachusetts limited liability  
company; FBA STORES, LLC, a Nevada  
limited liability company; and DOE  
Companies 1-20,

Defendants.

COMES NOW PLAINTIFF, State of Washington, by and through its attorneys Robert  
W. Ferguson, Attorney General, Andrea M. Alegrett, Assistant Attorney General, and M.  
Elizabeth Howe, Special Assistant to the Attorney General, and brings this action against  
Defendants Adam Bowser, Christopher Bowser, AWS, LLC, FBA Distributors, LLC, FBA  
Stores, LLC, and DOE Companies 1-20 (collectively "Defendants") for violations of the  
Consumer Protection Act, RCW 19.86, and the Business Opportunity Fraud Act, RCW 19.110.

COMPLAINT FOR INJUNCTIVE AND  
OTHER RELIEF UNDER THE CONSUMER  
PROTECTION ACT, RCW 19.86 AND THE  
BUSINESS OPPORTUNITY FRAUD ACT,  
RCW 19.110

1

ATTORNEY GENERAL OF WASHINGTON  
Consumer Protection Division  
800 Fifth Avenue, Suite 2000  
Seattle, WA 98104-3188  
(206) 464-7745

**PLAINTIFF'S  
EXHIBIT**  
81

FTC-002034

## I. INTRODUCTION

1.1 Since 2009, Defendants Adam Bowser and Christopher (“Chris”) Bowser, through their various business entities solicited Washington consumers to purchase business opportunities that would guarantee substantial profits by becoming a third-party seller on Amazon.com (“Amazon”). Defendants utilize Amazon trademarks throughout their marketing materials, presentations, webinars, websites, and business documents in order to create the net impression that Defendants are affiliated with, sponsored by, or otherwise endorsed by Amazon. Defendants, however, have no such affiliation with Amazon and engage in conduct that directly violates Amazon’s terms of use.

1.2 Defendants identify potential consumers by initially offering free in-person or online trainings where the Bowsers will “share [ ] secrets for making money on Amazon.” Defendants solicit consumers to attend such workshops through online advertisements, emails, and direct mailers that misrepresent the exclusivity and value of the workshop. For example, most mailers include two “Complementary VIP Tickets” with a stated value of \$147.00.

1.3 Consumers who attend these free workshops are then targeted by Defendants’ sales force to sign up for additional workshops and packages, some costing as much as \$35,000. During these upsells, Defendants represent that purchasers will learn “to spend an extra 30 minutes to one hour a day” in order to make between \$5,000 and \$10,000 per month. If a consumer decides to purchase additional workshops, Defendants require the consumer to provide payment ranging from \$900 to \$2,000 before allowing the consumer to read the terms of the contract.

1.4 At these additional trainings, Defendants promise to share their “secrets” or “tips” for making money selling on Amazon. Such “tips” include opening multiple seller accounts, utilizing fake reviews, and misrepresenting the identity of the seller in order to gain authorization to sell “ungated” merchandise. However, such techniques violate Amazon’s terms and conditions and may result in Amazon suspending the seller’s account.

1.5 Defendants also solicit consumers to purchase inventory from Defendants directly or one of Defendants' affiliated suppliers. Such products are often not as described and include refurbished goods being sold as new. Defendants do not disclose to consumers that such conduct may also result in Amazon suspending the seller accounts or the consumers purchasing unsellable goods.

1.6 Defendants' scheme targets consumers in need of additional income through the promise of "huge profits" with "no money out of your pocket." Defendants solicited or sold their business opportunities to hundreds, if not thousands, of Washington consumers who may not develop a successful online business as promised, may earn little to no income, or may end up heavily in debt.

## II. JURISDICTION AND VENUE

2.1 The Attorney General is authorized to bring an action to prohibit unfair or deceptive acts or practices in the conduct of trade or commerce under the Consumer Protection Act, RCW 19.86.080, and for violations of the Business Opportunity Fraud Act, RCW 19.110.160.

2.2 This Court has personal jurisdiction over Defendants pursuant to RCW 4.28.180, RCW 4.28.185, and RCW 19.86.160 because the acts alleged have been committed in this State.

2.3 Venue is proper in King County pursuant to RCW 4.12.020 because Defendants engaged in the conduct set forth in this Complaint in King County and elsewhere in the state of Washington.

## III. PARTIES

3.1 Plaintiff is the State of Washington.

3.2 Defendant AWS, LLC is a limited liability company registered with the Nevada Secretary of State. According to the Nevada Secretary of State website, Adam Bowser is the manager of AWS, LLC. According to its website, AWS, LLC's principal place of business is 293 Libbey Industrial Parkway, Ste. 250, Weymouth, MA 02189. Upon information and belief,

1 AWS, LLC operates or has operated as Amazon Wealth Systems and Amazing Wealth Systems.  
 2 AWS, LLC advertises, solicits, or makes offers to sell or lease Defendants' business  
 3 opportunities in Washington, including entering into contracts with consumers for Defendants'  
 4 business opportunities. AWS, LLC is not registered with the Washington State Department of  
 5 Financial Institutions as required under RCW 19.110.050.

6 3.3 Defendant FBA Stores, LLC ("FBA Stores") is a limited liability company  
 7 registered with the Nevada Secretary of State. According to the Nevada Secretary of State  
 8 website, Adam Bowser is the manager of FBA Stores. Upon information and belief, FBA Stores  
 9 operates the website [www.fbastores.com](http://www.fbastores.com), which states that Co-Founders Chris Bowser and  
 10 Adam Bowser started FBA Stores in 2009. FBA Stores advertises, solicits, or makes offers to  
 11 sell or lease Defendants' business opportunities in Washington. FBA Stores is not registered  
 12 with the Washington State Department of Financial Institutions as required under RCW  
 13 19.110.050.

14 3.4 Defendant FBA Distributors, LLC ("FBA Distributors") is a Massachusetts  
 15 limited liability company with its principal place of business located at 102 Spruce St., Abington,  
 16 MA 02351. According to the Massachusetts Secretary of State, Adam Bowser and Chris Bowser  
 17 are managers of FBA Distributors and are located at 293 Libbey Pkwy, Weymouth, MA 02189.  
 18 Upon information and belief, FBA Distributors operates the websites [www.fbadistributors.com](http://www.fbadistributors.com)  
 19 and [www.fbadistributors.com/shop](http://www.fbadistributors.com/shop). Upon information and belief, FBA Distributors advertises,  
 20 solicits, or makes offers to sell or lease Defendants' business opportunities in Washington. FBA  
 21 Distributors is not registered with the Washington State Department of Financial Institutions as  
 22 required under RCW 19.110.050.

23 3.5 Defendant Chris Bowser was, at all material times to this lawsuit, the Co-Founder  
 24 of FBA Stores and owner, operator, or manager of FBA Distributors, AWS, LLC, and DOE  
 25 Companies 1-20. In these roles, Chris Bowser directs, controls, participates in, and knowingly  
 26 approves of the policies, activities, and practices alleged in the Complaint herein. Upon

1 information and belief, Chris Bowser resides in Massachusetts and is married to Katrina Bowser.  
 2 Together they constitute a marital community. All actions taken by Chris Bowser as alleged in  
 3 the Complaint herein were and are for the benefit of his marital community. Chris Bowser  
 4 advertises, solicits, or makes offers to sell or lease Defendants' business opportunities in  
 5 Washington. Chris Bowser is not registered with the Washington State Department of Financial  
 6 Institutions as required under RCW 19.110.050.

7 3.6 Defendant Adam Bowser was, at all material times to this lawsuit, Co-Founder  
 8 of FBA Stores and owner, operator, or manager of FBA Distributors, AWS, LLC, and DOE  
 9 Companies 1-20. In these roles, Adam Bowser directs, controls, participates in, and knowingly  
 10 approves of the policies, activities, and practices alleged in the Complaint herein. Upon  
 11 information and belief, Adam Bowser resides in Massachusetts and is married to Cynthia  
 12 Bowser. Together they constitute a marital community. All actions taken by Adam Bowser as  
 13 alleged in the Complaint herein were and are for the benefit of his marital community. Adam  
 14 Bowser advertises, solicits, or makes offers to sell or lease Defendants' business opportunities  
 15 in Washington. Adam Bowser is not registered with the Washington State Department of  
 16 Financial Institutions as required under RCW 19.110.050.

17 3.7 Defendants DOE Companies 1-20 are entities owned, operated, controlled, or  
 18 directed by Defendants Adam Bowser and Chris Bowser and are engaged in the policies,  
 19 activities, and practices alleged in the Complaint herein. Plaintiff is not aware of the true names  
 20 and capacities of Defendants sued herein as DOE Companies 1-20 and therefore sues these  
 21 Defendants by fictitious names. Plaintiff will amend this Complaint to add the true names of the  
 22 fictitiously named Defendants once discovered.

23 3.8 Acts done by one Defendant were done in furtherance of the business practices  
 24 of the other. Defendants directed, created, executed, participated in, controlled, had the authority  
 25 to control or participate in, and had knowledge of the acts and practices set forth in this  
 26

1 Complaint. Upon information and belief, all Defendants received significant proceeds from the  
2 business practices identified in this Complaint.

#### 3 IV. FACTS

4 4.1 Adam and Chris Bowser own and operate AWS, LLC, FBA Stores, and FBA  
5 Distributors (collectively referred to as "FBA"), among other entities that offer consumers a  
6 business opportunity where they will learn how to make substantial gains by selling goods on  
7 Amazon.com (as previously defined, "Amazon"). Defendants claim consumers will be able to  
8 make \$5,000 to \$10,000 a month by becoming a third party seller on Amazon. To lure consumers  
9 to purchase these business opportunities, Defendants misrepresent to be affiliated with,  
10 sponsored by, or endorsed by Amazon. Defendants also claim to have secret techniques and  
11 inside access that can ensure a "huge profit." Consumers are encouraged to sign up for additional  
12 workshops and packages that can cost up to \$35,000. However, Defendants are not affiliated  
13 with Amazon and most of the "tricks" offered violate Amazon's terms of use, which can result  
14 in Amazon suspending the "students'" accounts. Upon information and belief, most Washington  
15 consumers who purchase Defendants' business opportunities will not develop a successful online  
16 business as promised, earn little or no income, and may end up heavily in debt as a result.  
17 Consumers submitted several complaints to Better Business Bureau regarding Defendants'  
18 practices resulting in an "F" rating.

#### 19 A. Defendants Misrepresent an Affiliation with Amazon to Sell Business Opportunities

20 4.2 Defendants utilize Amazon's trademarks in order to create the net impression to  
21 Washington consumers that Defendants are affiliated with, sponsored by, or otherwise endorsed  
22 by Amazon. Defendants' marketing materials, presentations, webinars, course materials,  
23 websites, and stationery make heavy use of Amazon's trademarks and include graphics depicting  
24 Amazon trucks or packages. Defendants also extensively use the initials "AWS" and "FBA" in  
25 their solicitation, advertising, and business materials, including when naming a corporation.  
26 Amazon owns the marks AWS (Amazon Web Services) and FBA (Fulfillment by Amazon).

1           4.3     In addition, Defendants misrepresent to consumers that Defendants have direct  
 2 ties with Amazon, such that Defendants are privy to insider information and business  
 3 opportunities with Amazon. According to certain consumers, one of Defendants' presenters  
 4 specifically spoke of a recent meeting between Defendants and upper level executives of  
 5 Amazon. The presenter also told consumers that Defendants had agreements directly with  
 6 Amazon, that Amazon was pleased with Defendants' operation, and that Amazon was  
 7 considering contracting with Defendants to sell Amazon-branded merchandise. Upon  
 8 information and belief, Defendants' representatives have also intimated to consumers that  
 9 complaints against Defendants might result in retaliation from Amazon (such as the suspension  
 10 of the consumer's Amazon store) because Amazon did not want Defendants' operation  
 11 disrupted.

12           4.4     Defendants, however, are not affiliated with Amazon and utilize these  
 13 misrepresentations to encourage consumers to register for costly workshops and training and  
 14 support packages that can cost as much as \$35,000. Upon information and belief, several  
 15 consumers submitted complaints to Amazon about these workshops because they believe that  
 16 Amazon is hosting these events or that Defendants are affiliated with Amazon.

17 **B. Defendants Solicit Consumers to Purchase Business Opportunities Through**  
 18 **Misleading Mailers, Advertisements, and E-mails**

19           4.5     Defendants solicit consumers through various business opportunity  
 20 advertisements, including emails and direct mail campaigns that invite consumers to attend a  
 21 "Free Amazon Workshop." Upon information and belief, Chris Bowser and Adam Bowser  
 22 direct, control, participate in, and knowingly approve of the content of each mailer and have directed  
 23 the sending of such mailers to consumers in Washington. Defendants' business opportunity  
 24 advertisements are sent to Washington consumers and do not include a registration number issued  
 25 by the Washington State Department of Financial Institutions.  
 26

1           4.6     Defendants' advertisements include endorsements by either Chris Bowser or  
2 Adam Bowser. For example, one such mailer stated:

3                     My name is Adam Bowser, and over the past 18 years I have sold  
4                     over \$50 million online. I'm going to be hosting a few local  
5                     workshops around the Seattle area to share my secrets for making  
6                     money on Amazon. . . . I personally sold over \$12 million on  
                    Amazon last year and this exclusive program is limited to the first  
                    100 registrants.

7     The bottom of the brochure also states that "[y]ou have never experienced anything like this  
8     before. We guarantee it" and includes a signature "Adam Bowser, Amazon Wealth Systems."  
9     Upon information and belief, similar language is included in other mailers sent in Washington  
10    that use Chris Bowser's name rather than Adam Bowser.

11           4.7     Defendants' mailers include a brochure and a pair of "Complementary VIP  
12    Tickets" displaying a value of \$147. (Defendant Business Opportunity Mailer (Ex. 1)). The cover  
13    of the brochure has a seal that reads "SPECIAL INVITATION PRIVATE EVENT" and various  
14    Amazon logos. The content of the brochure represents that the consumer has received a  
15    "SPECIAL INVITATION" to attend a free Amazon workshop. The first line states  
16    "Congratulations! You've been chose to attend an exclusive LIVE Amazon Workshop that is  
17    coming to the greater state of Washington. . . . This is truly a once-in-a-lifetime opportunity." At  
18    this workshop, consumers "[m]ake \$5,000-\$10,000 in the next 30 days...Even if you have never  
19    sold anything online before" or "just make some extra \$\$ [money] to Pay Your Basic Bills."  
20    Consumers will also obtain exclusive access to "the Hottest Products that sell the fastest on  
21    Amazon" and access to wholesalers that can give "Great Deals for Huge Profits." According to  
22    the brochure, the workshops are held for a limited period of time ("FIVE DAYS ONLY") at  
23    various locations in Washington. Upon information and belief, Defendants have hosted  
24    workshops in at least the following cities: Bellevue, Bellingham, Bothell, Everett, Redmond,  
25    Seattle, Tacoma, and Tumwater.



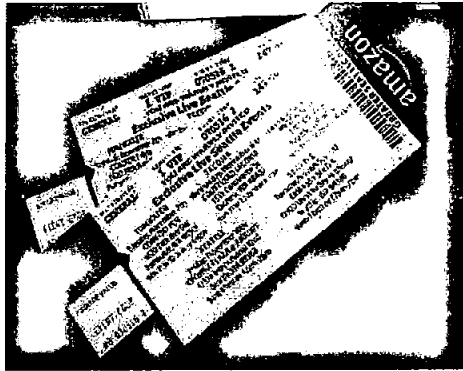


Figure 1 – “Complementary VIP Tickets” (Ex. 1)

4.8 The back of the brochure provides information on AWS, the entity appearing to sponsor the event. This paragraph states that AWS, referred to as “Amazon Wealth Systems,” has “been helping thousands of ordinary people take their lives back and create financial freedom by implementing our systems for success on Amazon.” The only disclosure on the brochure that states Defendants are not affiliated with Amazon is in the middle of this large paragraph of text and is immediately followed by the statement that “last year we sold over \$12 million on Amazon.com.”

4.9 Defendants also send consumers email solicitations to encourage them to attend a free training or “profits workshop.” These emails are addressed to the attendee and signed by Chris Bowser or Adam Bowser. Consumers are told that they will “discover the secrets to making a stinking fortune on Amazon” with a chance to win an iPad. Defendants represent that this is an exclusive event by utilizing language such as “You got in!” and “Is this Fate? I don’t know, but I believe it wasn’t an accident that you were able to get tickets when other are going to be left out.”

4.10 Defendants also advertise their “Amazon Workshops” on social media sites, such as Facebook.com.

**C. Defendants Solicit Washington Consumers to Purchase Business Opportunities Through its Websites and Free Online Webinars**

4.11 Defendants promote their business and workshops through various online websites, including but not limited to [www.fbastores.com](http://www.fbastores.com), [amazingwealthsystems.com](http://amazingwealthsystems.com), [amazonworkshop.com](http://amazonworkshop.com), and [liveamazonworkshop.com](http://liveamazonworkshop.com). According to the FBA Stores website, Chris Bowser and Adam Bowser are Co-Founders of FBA Stores and through their business they have “developed strategies on discovering the best selling products,” “sold over \$10 million on Amazon,” and will “share exactly what we do with our clients.” The website also includes several purported testimonials from consumers that include statements such as: “We put cash in the bank right away”; “I have been able to continue to grow my business to the point where I am a self-sufficient stay-at-home mom”; “With the help of selling online, I have consistently been able to supplement my income”; and “I will be 66 in November. I was retired from customer service I am now an entrepreneur.”

4.12 Some, but not all, of Defendants’ websites include a disclaimer, which states that Defendants are “not affiliated, associated or endorsed by Amazon.com.” This disclaimer is written in small font and only viewable to those consumers that scroll to the bottom of the webpage.

4.13 In addition, Defendants’ websites advertise manuals and training videos to consumers. For example, Defendants offer for sale an “Amazon Riches Home Study Program” for \$1,495. Consumers may also register for a “Free Amazon Mini Course” video series by providing a name and email address. This free training provides the “beginning step” to become an Amazon seller and includes information such as “the very inexpensive ways to profit on Amazon.”

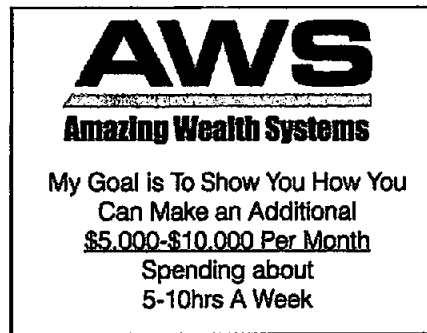
**D. Defendants Solicit Consumers to Purchase Business Opportunities Through Free Online Webinars and Live Introductory Workshops**

4.14 Defendants offer free online webinars and in-person workshops that will provide consumers with step-by-step instructions on how to make significant profits by becoming third party sellers on Amazon's online marketplace. Defendants utilize these free programs to solicit and encourage consumers to purchase additional business opportunity packages, which include seminars and programs that may ultimately cost up to \$35,000.

**1. Free Online Webinars**

4.15 Defendants offer several free online webinars to identify interested consumers and ultimately present such consumers with an offer to purchase additional costly and misleading business opportunities. For example, Defendants' website advertises a free three-day "Accelerated Mini Course," with three modules entitled "Amazon Selling 101," "Amazon Selling Process," and "How to Sell Products All Over The World."

4.16 Defendants also offer an online webinar lasting approximately 90 minutes entitled "How To Make \$10,000 Per Month on Amazon." Consumers who sign up for this webinar are emailed instructions to log onto an online presentation; although a time is specified to give the appearance of a live meeting, the webinar appears to be pre-recorded. The webinar's registration confirmation email is signed "Chris Bowser" and makes a series of promises, including that students will learn "[h]ow to make up to \$10,000 per month from home in [their] spare time"; "[w]hy you do NOT need to pack or ship anything yourself"; "[h]ow to find highly profitable products to sell"; and "[w]hy this will work for ANYONE (even if [they] have no computer skills)."



**Figure 2 – FBA Webinar**

4.17 The webinar conducted by Defendant Chris Bowser provides an overview of the process of third party selling on Amazon, including “merchant selling” (where sellers lists products on Amazon and fulfill the orders themselves) and “Fulfillment by Amazon” (where a seller ships products to Amazon’s warehouses, and Amazon stores, inventories, packages, and ships the products in exchange for a monthly membership fee). Chris Bowser specifically instructs consumers to write down the letters “FBA” to refer to the “Fulfillment by Amazon” service (including stating “FBA Is Where Our Business Is Today . . .”). He then purports to teach consumers how to list products for sale using Fulfillment by Amazon, and how to price and list the items for sale on Amazon in order to maximize sales volume and profit margins. Chris Bowser indicates that profit margins of up to 50% are possible using his methodology.

4.18 During his webinar, Defendant Chris Bowser claims he and Adam Bowser have made more than \$75 million in online sales in 18 years of business, \$12 million of which was through Amazon in only one year, and that they both have done more than \$1 million in sales on Amazon in the last 30 days. He also claims that by using Defendants’ system he made over \$200,000 in a single year while in his twenties.

2. Together over the Last 18 Years we've  
Sold Over \$75 Million in Products- Last  
Year We Sold Over \$12 Million on Amazon



**Figure 3 – FBA Webinar**

4.19 Defendants utilize testimonials from satisfied consumers to represent that the business opportunities offered are legitimate and will result in significant gains. For example, Defendants included the following purported testimonials:

- A Pennsylvania man who made a “good chunk of change” (turning an approximately \$9,000 investment into over \$100,000 in sales in four months) by purchasing CrossFit gloves directly from a Chinese manufacturer, “slapp[ing] his label on them” and listing them for sale on Amazon for approximately \$35 more than his purchase price;
- A farmer from Ontario who participated in one of Chris Bowser’s “Amazon Workshops” and who later showed Bowser a sales report indicating he had made more than \$109,000 in online sales in a single month;
- A man from Ohio who contacted wholesalers from a list provided by Defendants, identified a “deal” in Bluetooth docks, and sold those docks “merchant direct” and doubled his money within three weeks;
- A nine-year-old boy from New Hampshire, whose mother attended one of Defendants’ workshops and purchased one of their courses, who used his \$5 per week allowance to make more than \$3,000 in a single month with his mother’s help; and
- Mr. Bowser’s own father, who lost his business then began selling online in his fifties after receiving training from his son. The webinar boasts that currently the elder Mr.

1 Bowser's "sole income is from selling online", and that he now makes \$17,000 month  
 2 selling mostly health and beauty products, despite being "inept" at using computers.

3 4.20 At the close of the webinar, Defendant Chris Bowser promises "[he] can teach  
 4 you how to do this" and that consumers who pay for additional instruction can "duplicate [his]  
 5 results." Chris Bowser then offers for sale the Defendants' "Amazon Riches Home Study  
 6 System," a series of books and DVDs to teach his system, for \$995. Although the webinar  
 7 appears pre-recorded, a countdown clock appears for the final twelve minutes and thirty seconds  
 8 of the webinar and Chris Bowser offers several "bonuses" to consumers if they purchase  
 9 Defendants' program within the allotted time. These bonuses include additional DVDs, access  
 10 to online versions of Defendants' program, access to an online list of Defendants' top  
 11 wholesalers, specialized software to identify products that will sell for a profit on Amazon, an  
 12 additional three-day training workshop, and an Amazon Kindle™ pre-loaded with Defendants'  
 13 program, so that it is "plug and play."

14 **2. Free Introductory In-Person "Amazon Workshops"**

15 4.21 Defendants' free in-person introductory workshops are referred to as "Amazon  
 16 Workshops" and are attended by 50 to 100 people. Defendants host these workshops in hotels  
 17 or banquet halls. Upon information and belief, many attendees are retired, students, or do not  
 18 speak English as their first language. Like the free webinar, the workshops purport that  
 19 Defendants' services and packages will teach attendees how to make money as third party sellers  
 20 on Amazon. Consumers who attend these workshops are told they can learn how to "to spend an  
 21 extra 30 minutes to one hour a day" in order to make between \$5,000 and \$10,000 a month.

22 4.22 At these workshops, Defendants' representatives pitch Defendants' "System,"  
 23 which will show consumers what products to sell on Amazon, how much inventory to buy, and  
 24 what prices to set in order to make a profit. The speakers represent that Defendants have  
 25 developed relationships with manufactures all over the world, so Defendants can buy products  
 26 in bulk for a discount, minimizing the risk for consumers who sell on Amazon using Defendants'

1 contacts. The speakers also specify that Defendants only deal with products that have a profit  
 2 margin of at least 20-25%, meaning that in a 30-45 day "inventory cycle," consumers will get  
 3 their investment capital back plus a profit of at least 20%. Consumers are also told that once they  
 4 join the "team," they will get access to a restricted website where they could log in daily and get  
 5 a list of products (generated by software created by Defendants) that are currently selling on  
 6 Amazon and that consumers could purchase for resale at least a 50% discount.

7 4.23 Defendants' representatives also make representations on behalf of Amazon, such  
 8 as "Amazon wants us to sell on their platform, because the more money we make the more they  
 9 make," and that Defendants "are selling [consumers] an opportunity to be part of a system that  
 10 will get you from point A to point B."

11 4.24 As with their introductory webinar, speakers at Defendants' workshops present  
 12 examples and purported testimonials of persons who profited using their "System," including:

- 13 • A former customer service representative who made \$29,000 in sales in a year by  
 14 spending 30 minutes per day selling online; and
- 15 • A retiree who invested his last \$1,000, and made \$65,000 in a single year.

16 4.25 To access Defendants "System," consumers must register for a three-day  
 17 workshop that costs \$1,995, but is being offered at a special discount of \$995. Defendants claim  
 18 that by registering for this opportunity consumers will be able to recoup their \$995 investment  
 19 within two months. Consumers are also offered several bonuses including an Amazon Kindle™  
 20 pre-loaded with Defendants' program. Consumers enroll in the workshop by signing a contract  
 21 with AWS, LLC (which is alternately indicated to stand for "Amazing Wealth Systems" or  
 22 "Amazon Wealth Systems"). However, Defendants will not permit consumers to read the terms  
 23 of the contract until they have submitted payment of \$995 for the three-day workshop.

**E. Defendants Teach Students Techniques to Sell That Violate Amazon's Terms and Conditions, Which May Result in Suspension of Seller Accounts**

4.26 Defendants' three-day workshops are often hosted within weeks of one of the free Amazon live events and in a location within driving distance. Upon information and belief, Defendants have hosted three-day workshops throughout Washington.

4.27 Consumers are told that during the course of the three-day workshop that they will learn how to set up accounts, list items for sale, and how to ship and package product. Defendants state that the workshop will "cover all of the hottest selling products on Amazon and exactly how to determine the fast sellers." Defendants claim to have developed strategies and secrets that will assist consumers in making money on Amazon. Upon information and belief, these strategies include creating multiple accounts with Amazon, manipulating an Amazon listing to become a "preferred seller," and utilizing fake reviews.

4.28 Amazon also "gates" the sale of certain products and will permit their sale only with Amazon's prior express permission. Upon information and belief, Defendants will assist consumers with "ungating" certain products by working with a "partner" company to submit verification documents to Amazon on the seller's behalf. Upon information and belief, this partner entity is affiliated with or operated by Defendants. Upon information and belief, Defendants indicate to consumers that the "ungating" process is done in cooperation with a "highly placed" person at Amazon and this "Amazon connection" approves the consumer's application to ungate his or her Amazon profile.

4.29 Defendants do not disclose to consumers that such practices violate Amazon's terms of use and may result in Amazon suspending the seller's account. Upon information and belief, Defendants also operate a pay service to assist consumers in having the suspension of their accounts lifted should Amazon suspend their account.



**F. Defendants Use Aggressive Sales Techniques to Induce Consumers to Pay for Expensive Training and Support Packages**

4.30 The content of Defendants' three-day workshops is not as advertised, and is instead geared toward inducing consumers to purchase additional business opportunities from Defendants. Upon information and belief, some or all of Defendants' three-day workshops are conducted by professional motivational speakers. Rather than the "hands on" training advertised for the workshops, consumers report that the first day of the workshop is devoted to generic information regarding Amazon selling and the third party seller business model.

4.31 Upon information and belief, consumers who pay for the three-day workshops are told to bring laptops because the workshop will include the setup of their first Amazon store and an opportunity to start selling from that store during the workshop. However, certain consumers indicated that this setup did not take place at the workshop and that the consumers were compelled to set up their stores in advance and independently.

4.32 At the three-day workshop, consumers are encouraged to sign on for additional continuing education packages starting from \$4,000 for the Wholesale package up to \$35,000 for the Diamond Coaching Package. Consumers report that the pre-printed literature regarding these packages did not include set prices, and Defendants' representatives wrote prices in when offering the workshop to attendees. The Diamond package benefits include but are not limited to:

- "Opportunity to sell product with 100% markup with no competition"
- Creating of a second Amazon store "so that you can double your income" and access to a "2nd computer to run and manage your business so that you don't link both accounts together";
- "Tips, tricks and techniques that will increase all aspects of your business";
- "Immediate access to product with 20% profit margins";
- Admission to events valued at \$4,995; and

- 1           ▪ Ungating in two main product categories.

2   The Diamond Coaching package also includes access to “Elite Coaching” and the Defendants’  
 3   “Fulfillment by Adam” service discussed below. Consumers who purchase packages including  
 4   the “FBA Stores Academy” are promised “Personal 1-on-1 Coaching with our Amazon Experts  
 5   & Access to our entire mentoring fulfillment team.” This “[p]ersonal coaching will help [them]  
 6   to acquire the skills necessary to run 6 figure online business.”

7           4.33   At least on one occasion, Defendants invited an attorney to present at a workshop  
 8   and advise the consumers to take steps to shield themselves from lawsuits because customers are  
 9   litigious. Defendants’ representatives then encouraged consumers to purchase an additional  
 10   “Master Mentor” program from Defendants for an additional \$20,000 where a “mentor” would  
 11   teach consumers how to protect their wealth.

12   **G.    Defendants Pressure Consumers to Obtain Financing to Pay for Additional**  
 13   **Training and Support Packages**

14           4.34   Defendants encourage consumers to pay for the additional business opportunities,  
 15   including packages and services, through third-party financing facilitators, by applying for  
 16   multiple credit cards, by accessing retirement accounts, and using home equity. Upon  
 17   information and belief, Defendants bring representatives from third-party financing companies  
 18   to the workshop to help sign up consumers for any financing necessary to pay for Defendants’  
 19   business opportunities. One such financing company was Average Joe Financing, whose  
 20   business website has a specific “AWS Funding Range Request Form.” This webpage  
 21   “Welcome[s] E-Commerce Entrepreneurs!” and states that “We’ll help get you the capital you  
 22   need for second store expansion, developing digital marketing strategies, manufacturing costs,  
 23   inventory orders, working capital and many other capital needs.”

24           4.35   Defendants’ standard form contract also provides spaces for a single purchaser to  
 25   use multiple credit cards to pay for Defendants’ programs.

**H. Defendants' Business Opportunities Do Not Provide the Support Services  
Advertised**

4.36 Upon information and belief, Defendants fail to provide the level of support that consumers pay for when purchasing Defendants' training and support packages. For example, Defendants' "Diamond Coaching" program advertises "Immediate Access to Product with 20% Profit Margins: Immediately start buying products from our Wholesale Program." Certain consumers indicate that they purchased \$5,000 worth of products directly from FBA to start their Amazon store, and Defendants promised that they would prepare and send the consumer a list of pre-selected and pre-vetted products from which the consumer could order at wholesale prices for immediate resale. However, Defendants did not immediately provide such a list, and later provided the consumers only with a list of Amazon Standard Identification Numbers (ASINs) with no analysis or description. Defendants told these consumers that they had to order from the list of ASINs immediately or else the products would no longer be available.

4.37 Defendants also told "Diamond" package purchasers that they would gain access to an exclusive FBA website where they could order products to sell on Amazon. However, the website was not always functional and, when it was, consumers who called in to place orders were often told that the products listed for sale were sold out.

4.38 Upon information and belief, when confronted with complaints by their program members, Defendants offer consumers free "bonus product" to resell, rather than addressing the substance of the complaint.

**I. Defendants Provide Merchandise or Arrange for Students to Purchase  
Merchandise That the Students Cannot Sell**

4.39 Third party sellers on Amazon can package and ship products to purchasers themselves ("merchant direct" selling) or they can send products to Amazon for processing through its "Fulfillment by Amazon" program. For Fulfillment by Amazon, the seller sends

1 products to an Amazon warehouse, where Amazon inventories, packages, and ships the products  
2 to Amazon purchasers in exchange for a membership fee from the seller.

3 4.40 Upon information and belief, Defendants solicit many of their consumer  
4 “students” to use FBA as a supplier or as an intermediary with manufacturers and distributors  
5 with which Defendants have an existing relationship (the “Defendant-affiliated Suppliers”). In  
6 fact, Defendants include their ability to put consumers in touch with these Defendant-affiliated  
7 Suppliers as a key benefit of purchasing Defendants’ training and support programs. Once the  
8 students negotiate bulk purchase agreements with Defendant-affiliated Suppliers for various  
9 products, the students can list the products for sale on Amazon. Students can then have the bulk  
10 order shipped to themselves, so that they can fulfill Amazon orders via the “merchant direct”  
11 method, or they can arrange to send the products to a “Fulfillment by Amazon” location.

12 4.41 Defendants also offer a third option to their “Diamond”-level investors, through  
13 a service dubbed “Fulfillment by Adam.” Defendants advertise “Fulfillment by Adam” as  
14 “do[ing] the hard work so that [a consumer student] can focus on sourcing more product and  
15 negotiating deals for [his or her] store.” Those who opt-in to this service have their orders  
16 “processed completely” by “Fulfillment by Adam”; students list the products for sale on Amazon  
17 but arrange for the products to be sent directly from the Defendant-affiliated Supplier to  
18 Defendants, without ever actually seeing or taking possession of the merchandise. Defendants  
19 then ship the products to Amazon fulfillment centers on the seller’s behalf for Amazon to ship  
20 to Amazon’s customers.

21 4.42 However, upon information and belief, the merchandise acquired from FBA or  
22 Defendant-affiliated Suppliers is not always as described. Upon information and belief, items  
23 advertised by Defendants and/or Defendant-affiliated Suppliers as “new” are in fact used or  
24 refurbished, items that are advertised as being in original packaging have been perceptibly  
25 repackaged, and items of lesser quality than advertised are sold to Defendants’ students. Upon  
26 information and belief, the consumer students list these items for sale in their Amazon stores

1 without detecting issues with the products (or, in the case of Fulfillment by Amazon sales, without  
 2 having the opportunity to detect these issues) and the students are later confronted by Amazon  
 3 customers or Amazon itself for having sold a mislabeled product or for providing a misleading  
 4 listing. Ultimately, the consumer may be unable to sell the items acquired from Defendants or  
 5 through the Defendant-affiliated Suppliers for the expected profit, or sometimes at all. Amazon  
 6 may also suspend these sellers' accounts, preventing them from making any sales at all.

## 7 **V. FIRST CAUSE OF ACTION**

### 8 **(VIOLATIONS OF THE CONSUMER PROTECTION ACT, RCW 19.86.020)**

9 5.1 Plaintiff realleges paragraphs 1.1 through 4.42 and incorporates them as if fully  
 10 set forth herein.

11 5.2 Defendants engage in "trade" or "commerce" within the meaning of the  
 12 Consumer Protection Act, RCW 19.86.010(2).

13 5.3 Defendants engage in unfair and deceptive acts or practices within the meaning  
 14 of RCW 19.86.020 by giving consumers the net impression that Defendants are affiliated with,  
 15 sponsored by, or otherwise endorsed by Amazon.

16 5.4 Defendants engage in unfair and deceptive acts or practices within the meaning  
 17 of RCW 19.86.020 by giving consumers the net impression that Defendants have developed  
 18 strategies, secrets, insider knowledge, or expertise that will result in substantial financial gain  
 19 for purchasers of their business opportunities.

20 5.5 Defendants engage in unfair and deceptive acts or practices within the meaning  
 21 of RCW 19.86.020 by giving consumers the net impression that purchasers of their business  
 22 opportunities will make substantial profits by purchasing Defendants' business opportunities.

23 5.6 Defendants engaged in numerous unfair and deceptive acts or practices within the  
 24 meaning of RCW 19.86.020 by misrepresenting directly or indirectly, including but not limited  
 25 to, the following:  
 26

1           a. Defendant FBA Stores is owned by, operated by, affiliated with, endorsed  
2 by, or otherwise has a relationship with Amazon;

3           b. Defendant FBA Distributors is owned by, operated by, affiliated with,  
4 endorsed by, or otherwise has a relationship with Amazon;

5           c. Defendant AWS, LLC is owned by, operated by, affiliated with, endorsed  
6 by, or otherwise has a relationship with Amazon;

7           d. Defendant Adam Bowser has a relationship with, affiliation with, or is  
8 endorsed by Amazon;

9           e. Defendant Chris Bowser has a relationship with, affiliation with, or is  
10 endorsed by Amazon;

11           f. Defendants have a relationship with, affiliation with, or endorsement by  
12 Amazon in its materials, presentations, webinars, course materials, websites, and business  
13 materials;

14           g. The value, exclusivity, and urgency of the services and goods advertised  
15 in Defendants' emails, direct mailers, and other advertisements or marketing materials;

16           h. Defendants have developed strategies, secrets, insider knowledge, or  
17 expertise that will result in substantial financial gain for purchasers of their business  
18 opportunities;

19           i. Purchase of Defendants' goods, such as "Amazon Riches Home Study  
20 Program," will result in substantial financial gain for purchasers of their business opportunities;

21           j. Participating in Defendants' free introductory webinars or workshops will  
22 result in substantial financial gain for participants;

23           k. Purchase of Defendants' services, such as training and coaching  
24 packages, will result in substantial financial gain for purchasers of their business opportunities;

25           l. Omitting that Defendants' strategies and secrets violate Amazon's terms  
26 of use and may result in seller accounts being suspended;

1 m. Defendants' goods and services will result in substantial financial gain for  
 2 purchasers of their business opportunities in order to solicit consumers to obtain financing they  
 3 would otherwise not obtain;

4 n. Consumers will obtain substantial financial gain by entering into contracts  
 5 with Defendants' affiliated suppliers;

6 o. The goods or products purchased from Defendants' affiliated suppliers  
 7 are new, authentic, and of high quality;

8 p. The goods or products purchased from Defendants are new, authentic, and  
 9 of high quality; and

10 q. Defendants' supplier, packaging and shipping services, such as  
 11 "Fulfillment by Adam," will result in substantial financial gain for purchasers of their business  
 12 opportunities.

13 5.7 Defendants engaged in unfair and deceptive practices by using high pressure sales  
 14 tactics to induce consumers to purchase Defendants' goods and services, and to obtain financing.

15 5.8 Defendants Chris Bowser and Adam Bowser own, operate, manage, direct, control,  
 16 and have the authority to control the unfair and deceptive practices, policies, and activities of AWS,  
 17 LLC, FBA Stores, FBA Distributors, and DOE Companies 1-20 described in this Complaint.

18 5.9 Defendants' actions affect the public interest because they repeatedly engaged in  
 19 the conduct described above and made the claims to hundreds—or even thousands—of  
 20 Washington consumers.

21 5.10 Defendants' business practices have the capacity to deceive a substantial number  
 22 of Washington consumers.

23 5.11 Defendants' business practices are not reasonable in relation to the development  
 24 and preservation of business.

1 **VI. SECOND CAUSE OF ACTION**

2 **(VIOLATIONS OF THE BUSINESS OPPORTUNITY FRAUD ACT, RCW 19.86.020)**

3 6.1 Plaintiff realleges paragraphs 1.1 through 5.11 and incorporates them as if fully set  
4 forth herein.

5 6.2 Defendants solicit and sell business opportunities to Washington consumers, as  
6 defined by RCW 19.110.020, by offering for sale or lease products, equipment, supplies, or services  
7 to enable a purchaser to start a business, and

8 a. Guaranteeing that the purchaser will earn an income greater than or equal  
9 to the price paid for the business opportunity; or

10 b. Representing that if the purchaser pays a fee exceeding three hundred  
11 dollars directly or indirectly for the purpose of the seller providing a sales or marketing program,  
12 the seller will provide such a program, which will enable the purchaser to derive income from  
13 the business opportunity, which exceeds the price paid for the business opportunity.

14 6.3 Defendants' business opportunities occur in Washington, as defined by RCW  
15 19.110.030, because the offers are made in Washington, hundreds—or even thousands—of  
16 purchasers reside in Washington, or the business opportunity is or will be located in Washington.

17 6.4 Defendants violated, and continue to violate, RCW 19.110.050 by failing to register  
18 with the Washington State Department of Financial Institutions prior to advertising, soliciting, or  
19 making any offer, sale, or lease of a business opportunity in Washington.

20 6.5 Defendants violated, and continue to violate, RCW 19.110.050 by failing to include  
21 a registration number in every business opportunity advertisement in Washington.

22 6.6 Defendants violated, and continue to violate, RCW 19.110.070 by failing to provide  
23 purchasers with the statutorily required written disclosure documents at least forty-eight hours  
24 before the purchaser signs a business opportunity contract.

25 6.7 Defendants violated, and continue to violate, RCW 19.110.110 by requiring  
26



1 consideration before the purchaser signs a business opportunity contract with Defendants.

2       6.8 Defendants violated, and continue to violate, RCW 19.110.110 by failing to include  
3 the statutorily required notifications in every business opportunity contract, including but not  
4 limited to the right to cancel the contract for any reason within seven days. Defendants also violated  
5 this provision by failing to permit cancellations and return payments and products within the time  
6 requirements and in the manner required by RCW.110.110.

7       6.9 Defendants violated, and continue to violate, RCW 19.110.120 by making  
8 misleading statements of material fact or omissions of material fact to Washington consumers in  
9 connection with the offer, sale, or lease of its business opportunities.

10       6.10 Pursuant to RCW 19.110.170, a violation of the Business Opportunity Fraud Act is  
11 an unfair act or practice in trade or commerce and a per se violation of the Consumer Protection  
12 Act, RCW 19.86.

### 13                                   **VII. PRAYER FOR RELIEF**

14       WHEREFORE, Plaintiff, STATE OF WASHINGTON, prays that this Court grant the  
15 following relief:

16       7.1 That the Court adjudge and decree that Defendants have engaged in the conduct  
17 complained of herein.

18       7.2 That the Court adjudge and decree that the conduct complained of in Paragraphs  
19 5.1 through 5.11 constitutes unfair or deceptive acts or practices and unfair methods of  
20 competition in violation of the Consumer Protection Act, Chapter 19.86 RCW.

21       7.3 That the Court assess civil penalties pursuant to RCW 19.86.140 of up to \$2,000  
22 per violation against Defendants for each and every violation of RCW 19.86.020 caused by the  
23 conduct complained of herein.

24       7.4 That the Court adjudge and decree that the conduct complained of in Paragraphs  
25 6.1 through 6.10 constitutes violations of the Business Opportunity Fraud Act, Chapter 19.110  
26 RCW.

1       7.5     That the Court assess civil penalties pursuant to RCW 19.110.160 of up to \$2,000  
2 per violation against Defendants for each and every violation of RCW 19.110 caused by the  
3 conduct complained of herein.

4       7.6     That the Court issue a permanent injunction enjoining and restraining Defendants  
5 and their representatives, successors, assignees, officers, agents, servants, employees, and all  
6 other persons acting or claiming to act for, on behalf of, or in active concert or participation with  
7 Defendants from continuing or engaging in the unlawful conduct complained of herein.

8       7.7     That the Court make such orders pursuant to RCW 19.86.080 as it deems  
9 appropriate to provide for restitution to consumers of money or property acquired by Defendants  
10 as a result of the conduct complained of herein.

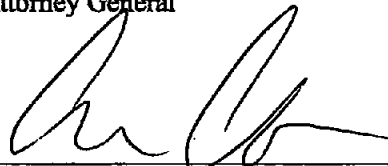
11       7.8     That the Court make such orders pursuant to RCW 19.86.080 to provide that  
12 Plaintiff, State of Washington, have and recover from Defendants the costs of this action,  
13 including reasonable attorney's fees.

14       7.9     That the Court order such other relief as it may deem just and proper to fully and  
15 effectively dissipate the effects of the conduct complained of herein, or which may otherwise  
16 seem proper to the Court.

17       DATED this 6th day of December 2017.

18  
19                   Presented by:

20                   ROBERT W. FERGUSON  
21                   Attorney General

22  
23                   

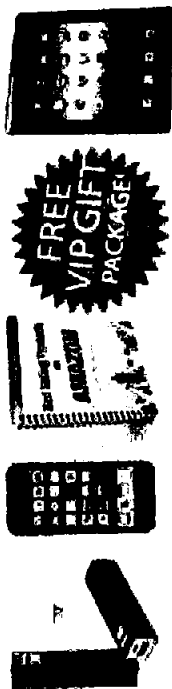
24                   ANDREA M. ALEGRETT, WSBA #50236  
25                   Assistant Attorney General  
26                   M. ELIZABETH HOWE  
                    Special Assistant to the Attorney General  
                    Attorneys for Plaintiff State of Washington

# **EXHIBIT 1**



## SPECIAL INVITATION

Choose a location and call 800-559-1577 immediately!  
Participation is limited to the first 100 registrants.



All registered attendees will receive these valuable FREE gifts:

- ✓ Revealing Free Report: Online Selling Blueprint
- ✓ Revealing Free Manual: Best Selling Products on Amazon

Plus, the first 100 callers who attend are registered to win a FREE iPad in our One-of-Twenty iPad Giveaway!!!

### FIVE DAYS ONLY!

TUMWATER		TACOMA		SEATTLE	
Tuesday, November 7 <sup>th</sup>	COMFORT INN	Wednesday, November 8 <sup>th</sup>	COURTYARD TACOMA	Thursday, November 9 <sup>th</sup>	HILTON SEATTLE
1620 74th Ave SW		1515 Commerce St		1301 6th Ave	
Tumwater, WA 98501		Tacoma, WA 98402		Seattle, WA 98101	
9am-11 or 12-2pm or 6-8pm	9am-11 or 12-2pm or 6-8pm	9am-11 or 12-2pm or 6-8pm		9am-11 or 12-2pm or 6-8pm	
SEATTLE		SEATTLE		SEATTLE	
Friday, November 10 <sup>th</sup>	CECOTEC PLAZA SEATTLE AIRPORT	Saturday, November 11 <sup>th</sup>	EMBASSY SUITES	Saturday, November 11 <sup>th</sup>	EMBASSY SUITES
17338 International Blvd		15920 W. Valley Highway		15920 W. Valley Highway	
Seattle, WA 98188		Seattle, WA 98188		Seattle, WA 98188	
9am-11am or 12pm-2pm		9am-11am or 12pm-2pm		9am-11am or 12pm-2pm	

**Congratulations!** You've been chosen to attend an exclusive LIVE Amazon Workshop that is coming to the greater state of Washington. My name is Adam Bowser, and over the past 18 years I have sold over \$50 Million online. I'm going to be hosting a few local workshops around the Seattle area to share my secrets for making money on Amazon. This will truly be a once-in-a-lifetime opportunity. At this workshop you will see how to:

- ✓ Get started selling on Amazon and Make \$5,000-\$10,000 in the next 30 days...Even if you have never sold anything online before
- ✓ You can Create Your Own Amazon Seller's Account the Moment You Leave the Workshop
- ✓ Have Amazon Store & Inventory all of Your Products, Ship Out Your All Your Orders & We'll even show you the Hottest Products that sell the fastest on Amazon
- ✓ Start an Online Business with No Money out of your pocket. Setting up an Amazon Account is 100% Free
- ✓ I'll be Giving you Wholesalers You can call up and Get Great Deals for Huge profits. Or just make some extra \$\$ to Pay Your Basic Bills

You will not want to miss this amazing opportunity! I personally sold over \$12 Million on Amazon last year and this exclusive program is limited to the first 100 registrants.

Call 800-559-1577. If you are not one of the first 100 registrants, your name will be put on a waiting list. You have never experienced anything like this before. We guarantee it. Don't miss this event.

Adam Bowser, Amazon Wealth Systems



Call 800-559-1577 to Register  
For one of our free Amazon Workshops &  
Discover How to Profit with Amazon.com

**AWS**

Amazon Wealth Systems is a highly sought after Amazon training company, who has addressed large and small audiences around the world. Having trained in 18 different countries, we have been lucky enough to share the stage with leaders such as Jack Canfield, Tony Robbins, Mark Victor Hansen, and many others.

For years we have been helping thousands of ordinary people take their lives back and create financial freedom by implementing our systems for success on Amazon. We are not affiliated with or connected to Amazon in any way, we just love Amazon. Just last year we sold over \$12 Million on Amazon.com. Now we want to help you become our next Amazon success story. Come to this workshop and discover the power of Amazon FBA. Amazon has created this amazing system where they will store, inventory, ship out & handle all of your customer service for all of your orders!

**AWW**  
**WORKSHOP**

Choose a location and  
call 800-559-1577 immediately!

Copyright 2017 Amazon Wealth Systems. All rights reserved. DVD's and other promotional materials may vary in color and appearance. Amazon does not sponsor this event. One of twenty Paid Give-away, 20 Paid's each quarter will be given out in Give-away terms and conditions will be provided at the event.

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**Px. 82 Answer Filed in Washington v. Bowser et al.,  
No. 17-2-31392-1**

**(Wash. King County Super. Ct. filed Dec. 6, 2017)**



Hon. Catherine Moore

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

STATE OF WASHINGTON,

Plaintiff,

v.

ADAM BOWSER, individually and on behalf  
of his marital community; CHRISTOPHER  
BOWSER, individually and on behalf of his  
marital community; AWS, LLC, a Nevada  
limited liability company; FBA DISTRIBUTORS,  
LLC, a Massachusetts limited liability  
company; FBA STORES, LLC, a Nevada  
limited liability company; and DOE  
Companies 1-20,

Defendants.

No. 17-2-31392-1 SEA

ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANTS

COMES NOW the Defendants, Adam Bowser, Christopher Bowser, AWS, LLC, FBA  
Distributors, LLC, and FBA Stores, LLC, by and through their attorney of record, Michael E.  
McAleenan of Smith Alling, P.S., and by way of answer, admit, deny and allege as follows:

**I. ANSWER**

1.1 By way of answer to paragraph 1.1 of Plaintiff's Complaint, Defendants admit  
that certain Defendant business entities have solicited Washington consumers to buy services.

ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANTS – Page 1

**SMITH | ALLING** PS  
ATTORNEYS AT LAW

1501 Deck Street  
Tacoma, Washington 98402  
Telephone: (253) 627-1081  
Facsimile: (253) 627-0123

**PLAINTIFF'S  
EXHIBIT**

82

1 Defendants also admit that certain business entities have time to time utilized Amazon  
2 trademarks. Defendants deny the remainder of paragraph 1.1.

3 1.2 By way of answer to paragraph 1.2 of Plaintiff's Complaint, Defendants admit  
4 that certain Defendant business entities do provide potential customers with free in person or  
5 online trainings. Defendants also admit that certain Defendant business entities do share  
6 information about making money on Amazon and that tickets often include a stated value,  
7 which from time to time has been \$147.00. Defendants deny the remainder of paragraph 1.2.

8 1.3 By way of answer to paragraph 1.3 of Plaintiff's Complaint, Defendants admit  
9 that certain Defendant business entities do offer additional workshops and packages.  
10 Defendants deny the remainder of paragraph 1.3.

11 1.4 By way of answer to paragraph 1.4 of Plaintiff's Complaint, Defendants admit  
12 that certain Defendant business entities do provide advice for making money selling products  
13 on Amazon. Defendants deny the remainder of paragraph 1.4.

14 1.5 By way of answer to paragraph 1.5 of Plaintiff's Complaint, Defendants admit  
15 that certain defendant business entities solicit consumers to purchase inventory from  
16 defendants or affiliated suppliers. Defendants deny the remainder of paragraph 1.5.

17 1.6 By way of answer to paragraph 1.6 of Plaintiff's Complaint, Defendants deny  
18 the same.

19 1.7 By way of answer to paragraph 2.1 of Plaintiff's Complaint, Defendants admit  
20 the same.

21 1.8 By way of answer to paragraph 2.2 of Plaintiff's Complaint, Defendants admit  
22 the same.  
23

ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANTS – Page 2

**SMITH ALLING** PS  
ATTORNEYS AT LAW

1501 Dock Street  
Tacoma, Washington 98402  
Telephone: (253) 627-1091  
Facsimile: (253) 627-0123

1           1.9     By way of answer to paragraph 2.3 of Plaintiff's Complaint, Defendants admit  
2     the same.

3           1.10    By way of answer to paragraph 3.1 of Plaintiff's Complaint, Defendants admit  
4     the same.

5           1.11    By way of answer to paragraph 3.2 of Plaintiff's Complaint, Defendants admit  
6     the first four sentences, admits that AWS, LLC is not registered, and denies the remainder of  
7     paragraph 3.2.

8           1.12    By way of answer to paragraph 3.3 of Plaintiff's Complaint, Defendants admit  
9     the first three sentences, admits that FBA Stores is not registered, and denies the remainder of  
10    paragraph 3.3.

11          1.13    By way of answer to paragraph 3.4 of Plaintiff's Complaint, Defendants admit  
12    the first three sentences, admits that FBA Distributors is not registered, and denies the  
13    remainder of paragraph 3.4.

14          1.14    By way of answer to paragraph 3.5 of Plaintiff's Complaint, Defendants admit  
15    the first sentence, admits that Chris Bowser is married to Katrina Bowser, admits that Chris  
16    Bowser is not registered, and denies the remainder of paragraph 3.5.

17          1.15    By way of answer to paragraph 3.6 of Plaintiff's Complaint, Defendants admit  
18    the first sentence, admits that Adam Bowser is married to Cynthia Bowser, admits that Adam  
19    Bowser is not registered, and denies the remainder of paragraph 3.6.

20          1.16    By way of answer to paragraph 3.7 of Plaintiff's Complaint, Defendants are  
21    without knowledge sufficient to form a belief as to the allegations contained therein, and,  
22    therefore, deny the same.  
23

ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANTS – Page 3

**SMITH | ALLING** PS  
ATTORNEYS AT LAW

1601 Dock Street  
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Facsimile: (253) 627-0123

1 1.17 By way of answer to paragraph 3.8 of Plaintiff's Complaint, Defendants deny  
2 the same.

3 1.18 By way of answer to paragraph 4.1 of Plaintiff's Complaint, Defendants admit  
4 that certain Defendant business entities offer workshops and packages that can cost up to  
5 \$35,000.00. Defendants further admit that FBA Stores has an "F" rating from the Better  
6 Business Bureau. Defendants deny the remainder of paragraph 4.1.

7 1.19 By way of answer to paragraph 4.2 of Plaintiff's Complaint, Defendants admit  
8 that certain Defendant business entities use Amazon trademarks from time to time.  
9 Defendants further admit that Amazon owns the marks AWS (Amazon Web Services) and  
10 FBA (Fulfillment by Amazon). Defendants deny the remainder of paragraph 4.2.

11 1.20 By way of answer to paragraph 4.3 of Plaintiff's Complaint, Defendants deny  
12 the same.

13 1.21 By way of answer to paragraph 4.4 of Plaintiff's Complaint, Defendants deny  
14 the first sentence, and are without knowledge sufficient to form a belief as to the allegations  
15 contained in the remainder of paragraph 4.4, and, therefore, deny the same.

16 1.22 By way of answer to paragraph 4.5 of Plaintiff's Complaint, Defendants deny  
17 the same.

18 1.23 By way of answer to paragraph 4.6 of Plaintiff's Complaint, Defendants admit  
19 the same.

20 1.24 By way of answer to paragraph 4.7 of Plaintiff's Complaint, Defendants admit  
21 the same.

22 1.25 By way of answer to paragraph 4.8 of Plaintiff's Complaint, Defendants admit  
23 the same.

ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANTS – Page 4

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1           1.26 By way of answer to paragraph 4.9 of Plaintiff's Complaint, Defendants admit  
 2 certain Defendant business entities send e-mail solicitations to consumers. Defendants also  
 3 admit that some such solicitations have included the language cited in the third sentence and  
 4 have cited the opportunity to win an iPad. Defendants deny the remainder of paragraph 4.9.

5           1.27 By way of answer to paragraph 4.10 of Plaintiff's Complaint, Defendants  
 6 admit that certain Defendant business entities have advertised on social media sites such as  
 7 Facebook. Defendants deny the remainder of paragraph 4.10.

8           1.28 By way of answer to paragraph 4.11 of Plaintiff's Complaint, Defendants  
 9 admit that allegations of the paragraph are true with respect to certain business entity  
 10 Defendants, but deny with respect to individuals.

11           1.29 By way of answer to paragraph 4.12 of Plaintiff's Complaint, Defendants  
 12 admit that websites of certain business entity Defendants contain disclaimers. Defendants  
 13 deny the remainder of paragraph 4.12.

14           1.30 By way of answer to paragraph 4.13 of Plaintiff's Complaint, Defendants  
 15 admit that allegations of the paragraph are true with respect to certain business entity  
 16 Defendants, but deny with respect to individuals.

17           1.31 By way of answer to paragraph 4.14 of Plaintiff's Complaint, Defendants  
 18 admit that allegations of the paragraph are true with respect to certain business entity  
 19 Defendants, but deny with respect to individuals.

20           1.32 By way of answer to paragraph 4.15 of Plaintiff's Complaint, Defendants  
 21 admit that allegations of the second sentence are true with respect to certain business entity  
 22 Defendants, but deny with respect to individuals. Defendants deny the remainder of  
 23 paragraph 4.15.

ANSWER AND AFFIRMATIVE  
 DEFENSES OF DEFENDANTS – Page 5

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1           1.33 By way of answer to paragraph 4.16 of Plaintiff's Complaint, Defendants  
2 admit that allegations of the paragraph are true with respect to certain business entity  
3 Defendants, but deny with respect to individuals.

4           1.34 By way of answer to paragraph 4.17 of Plaintiff's Complaint, Defendants  
5 admit the same.

6           1.35 By way of answer to paragraph 4.18 of Plaintiff's Complaint, Defendants  
7 admit the same.

8           1.36 By way of answer to paragraph 4.19 of Plaintiff's Complaint, Defendants  
9 admit that testimonials are presented. Defendants deny the remainder of paragraph 4.19.

10          1.37 By way of answer to paragraph 4.20 of Plaintiff's Complaint, Defendants  
11 admit the same.

12          1.38 By way of answer to paragraph 4.21 of Plaintiff's Complaint, Defendants  
13 admit that certain business entity Defendants host free in-person "Amazon Workshops" which  
14 are sometimes held in hotels or banquet halls. Defendants also admit that workshops discuss  
15 using the services and packages of certain business entity Defendants to make money as third  
16 party sellers on Amazon. Defendants deny as to individuals. Defendants deny the remainder  
17 of paragraph 4.21.

18          1.39 By way of answer to paragraph 4.22 of Plaintiff's Complaint, Defendants  
19 admit as to certain business entity Defendants, but deny as to individuals.

20          1.40 By way of answer to paragraph 4.23 of Plaintiff's Complaint, Defendants are  
21 without knowledge sufficient to form a belief as to the allegations contained therein, and,  
22 therefore, deny the same.  
23

ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANTS – Page 6

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1           1.41 By way of answer to paragraph 4.24 of Plaintiff's Complaint, Defendants  
2 admit as to certain business entity Defendants, but deny as to individuals.

3           1.42 By way of answer to paragraph 4.25 of Plaintiff's Complaint, Defendants  
4 admit the first four sentences of the paragraph as to certain business entity Defendants, but  
5 deny as to individuals. Defendants deny the remainder of paragraph 4.25.

6           1.43 By way of answer to paragraph 4.26 of Plaintiff's Complaint, Defendants  
7 admit the allegations of the paragraph as to certain business entity Defendants, but deny as to  
8 individuals.

9           1.44 By way of answer to paragraph 4.27 of Plaintiff's Complaint, Defendants  
10 admit the allegations of the first three sentences of the paragraph as to certain business entity  
11 Defendants, but deny as to individuals. Defendants deny the remainder of paragraph 4.27.

12           1.45 By way of answer to paragraph 4.28 of Plaintiff's Complaint, Defendants  
13 admit the allegations of the paragraph as to certain business entity Defendants, but deny as to  
14 individuals.

15           1.46 By way of answer to paragraph 4.29 of Plaintiff's Complaint, Defendants deny  
16 the same.

17           1.47 By way of answer to paragraph 4.30 of Plaintiff's Complaint, Defendants deny  
18 the same.

19           1.48 By way of answer to paragraph 4.31 of Plaintiff's Complaint, Defendants  
20 admit the first sentence of the paragraph as to certain business entity Defendants; deny the  
21 second sentence of the paragraph based on lack of information, and deny as to individuals.

22           1.49 By way of answer to paragraph 4.32 of Plaintiff's Complaint, Defendants  
23 admit all sentences in the paragraph except the second sentence as to certain business entity

ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANTS – Page 7

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1 Defendants; deny the second sentence based on lack of knowledge; and deny as to  
2 individuals.

3 1.50 By way of answer to paragraph 4.33 of Plaintiff's Complaint, Defendants deny  
4 the same, and deny as to individuals.

5 1.51 By way of answer to paragraph 4.34 of Plaintiff's Complaint, Defendants  
6 admit the third and fourth sentences of the paragraph, but deny the remainder of paragraph  
7 4.34.

8 1.52 By way of answer to paragraph 4.35 of Plaintiff's Complaint, Defendants  
9 admit as to certain business entity Defendants, but Deny as to individuals.

10 1.53 By way of answer to paragraph 4.36 of Plaintiff's Complaint, Defendants deny  
11 the same.

12 1.54 By way of answer to paragraph 4.37 of Plaintiff's Complaint, Defendants  
13 admit the first sentence of the paragraph as to certain business entity Defendants. Defendants  
14 also admit that, like any website in existence, the website referenced in the second sentence of  
15 the paragraph was not "always" functional. Defendants deny as to individuals. Defendants  
16 deny the remainder of paragraph 4.37.

17 1.55 By way of answer to paragraph 4.38 of Plaintiff's Complaint, Defendants  
18 admit as to certain business entity Defendants that they sometimes offer bonus products to  
19 increase customer satisfaction, but Deny as to individuals. Defendants deny the remainder of  
20 paragraph 4.38.

21 1.56 By way of answer to paragraph 4.39 of Plaintiff's Complaint, Defendants  
22 admit the same.  
23

ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANTS -- Page 8

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1           1.57 By way of answer to paragraph 4.40 of Plaintiff's Complaint, Defendants  
2 admit as to certain business entity Defendants, but deny as to individuals.

3           1.58 By way of answer to paragraph 4.41 of Plaintiff's Complaint, Defendants  
4 admit as to certain business entity Defendants, but deny as to individuals.

5           1.59 By way of answer to paragraph 4.42 of Plaintiff's Complaint, Defendants  
6 admit as to certain business entity Defendants that merchandise acquired from FBA is not  
7 "always" as described, but deny as to individuals. Defendants deny the remainder of  
8 paragraph 4.42.

9           1.60 By way of answer to paragraph 5.1, Defendants incorporate their prior  
10 admissions and denials to paragraphs 1.1 through 4.42 as if fully set forth herein.

11           1.61 By way of answer to paragraph 5.2 of Plaintiff's Complaint, Defendants admit  
12 with respect to certain business entity Defendants, but deny as to individuals.

13           1.62 By way of answer to paragraph 5.3 of Plaintiff's Complaint, Defendants deny  
14 the same.

15           1.63 By way of answer to paragraph 5.4 of Plaintiff's Complaint, Defendants deny  
16 the same.

17           1.64 By way of answer to paragraph 5.5 of Plaintiff's Complaint, Defendants deny  
18 the same.

19           1.65 By way of answer to paragraph 5.6 of Plaintiff's Complaint, Defendants deny  
20 the same.

21           1.66 By way of answer to paragraph 5.7 of Plaintiff's Complaint, Defendants deny  
22 the same.  
23

ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANTS – Page 9

**SMITH ALLING** PS  
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1           1.67 By way of answer to paragraph 5.8 of Plaintiff's Complaint, Defendants deny  
2 the same.

3           1.68 By way of answer to paragraph 5.9 of Plaintiff's Complaint, Defendants deny  
4 the same.

5           1.69 By way of answer to paragraph 5.10 of Plaintiff's Complaint, Defendants deny  
6 the same.

7           1.70 By way of answer to paragraph 5.11 of Plaintiff's Complaint, Defendants deny  
8 the same.

9           1.71 By way of answer to paragraph 6.1, Defendants incorporate their prior  
10 admissions and denials to paragraphs 1.1 through 5.11 as if fully set forth herein.

11           1.72 By way of answer to paragraph 6.2 of Plaintiff's Complaint, Defendants deny  
12 the same.

13           1.73 By way of answer to paragraph 6.3 of Plaintiff's Complaint, Defendants deny  
14 the same.

15           1.74 By way of answer to paragraph 6.4 of Plaintiff's Complaint, Defendants deny  
16 the same.

17           1.75 By way of answer to paragraph 6.5 of Plaintiff's Complaint, Defendants deny  
18 the same.

19           1.76 By way of answer to paragraph 6.6 of Plaintiff's Complaint, Defendants deny  
20 the same.

21           1.77 By way of answer to paragraph 6.7 of Plaintiff's Complaint, Defendants deny  
22 the same.  
23

ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANTS – Page 10

**SMITH ALLING** PS  
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1 1.78 By way of answer to paragraph 6.8 of Plaintiff's Complaint, Defendants deny  
2 the same.

3 1.79 By way of answer to paragraph 6.9 of Plaintiff's Complaint, Defendants deny  
4 the same.

5 1.80 By way of answer to paragraph 6.9 of Plaintiff's Complaint, this paragraph  
6 calls for a conclusion of law for which no response is required.

7 **II. AFFIRMATIVE DEFENSES**

8 Due to Plaintiff's claims only recently being made known to Defendants, and in light  
9 of the fact that no discovery has been conducted as yet, Defendants allege the following  
10 affirmative defenses, which may be revised, withdrawn, or added to as the case develops:

11 2.1 Plaintiff has failed to state a claim upon which relief can be granted.

12 2.2 Waiver, laches, and estoppel.

13 2.3 Improper/lack of service.

14 2.4 Lack of personal jurisdiction.

15 2.5 Disclaimer.

16 2.6 Failure to comply with statutory provisions.

17 2.7 License/privilege.

18 **III. PRAYER FOR RELIEF**

19 WHEREFORE, having fully answered Plaintiff's Complaint, Defendants request the  
20 following relief:

21 1. Plaintiff's Complaint be dismissed with prejudice.  
22  
23

ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANTS – Page 11

**SMITH | ALLING** PS  
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1           2.     For entry of judgment against Plaintiff for Defendants' costs, expenses,  
2 necessary disbursements, consultant, expert and attorney's fees incurred in defending this  
3 action to the maximum amount allowable by law, statute and/or contract.

4           3.     For such other and further relief as the court deems just, equitable and proper.

5           DATED this 9th day of February, 2018.

6                               SMITH ALLING, P.S.

7  
8                               By   
9                               Michael E. McAleenan, WSBA #29426  
                                  Attorney for Defendant

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I have this 9th day of February, 2018, served a true and correct  
3  
4 copy of the foregoing document, via the methods noted below, properly addressed as follows:

5 ***Counsel for Plaintiff:***

6 Andrea M. Alegrett, AAG  
7 Attorney General of Washington  
8 Consumer Protection Division  
9 800 Fifth Avenue, Suite 2000  
10 Seattle, WA 98104-3188  
11 andreaa1@atg.wa.gov

\_\_\_\_\_ Hand Delivery  
\_\_\_\_\_ U.S. Mail (first-class, postage prepaid)  
\_\_\_\_\_ Overnight Mail  
\_\_\_\_\_ Facsimile  
\_\_\_\_\_ Email  
12 X E-Service

13 I declare under penalty of perjury under the laws of the State of Washington that the  
14 foregoing is true and correct.

15 DATED this 9th day of February, 2018, at Tacoma, Washington.

16  
17  
18  
19  
20  
21  
22  
23  
  
JULIE PEREZ

ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANTS -- Page 13

11834 01 tb012601 2/9/18

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1  
CV  
18-03

**Px. 83 Complaint Filed in Nancy Vinca v. FBA  
Stores, LLC et al., No. 1:18cv192  
(N.D. Ill. filed Jan. 10, 2018)**

Case: 1:18-cv-00192 Document #: 1 Filed: 01/10/18 Page 1 of 19 PageID #:1

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

NANCY D. VINCA,

*Plaintiff,*

v.

FBA STORES, LLC; FBA  
DISTRIBUTORS, LLC; FBA  
ADVANTAGE, LLC; ONLINE AUCTION  
LEARNING CENTER, INC; CAPFUND  
ENTERPRISES INC., d/b/a CAPFUND  
FINANCIAL; CHRISTOPHER BOWSER;  
ADAM BOWSER; BRIAN SCIARA;  
CITIBANK, N.A; FIRST NATIONAL  
BANK OF OMAHA , N.A.; BANK OF  
AMERICA, N.A.; CAPITAL ONE, N.A.;  
PENTAGON FEDERAL CREDIT  
UNION,

*Defendants.*

Case No. 18-cv-192

Hon.  
Assigned District Judge

Hon.  
Assigned Magistrate Judge

JURY TRIAL DEMANDED

**COMPLAINT**

NOW COMES the Plaintiff, Nancy D. Vinca (“Mrs. Vinca”), through her counsel, ZAMPARO LAW GROUP, P.C., and complaining of Defendants, alleges as follows:

**INTRODUCTION**

1. Defendants Christopher Bowser, Adam Bowser, and Brian Sciara operate an elaborate scheme that promises would-be entrepreneurs inside information about, training, and special access to Amazon’s third-party seller ecosystem—and when their victims lack the financial wherewithal to afford the opulent pricing of their services, they offer their victims a “loan” effectuated by opening several credit cards in their victims’ names for an unreasonable fee.

2. The enterprise employs a multiplicity of con artists to create the illusion that it is affiliated



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with Amazon and an established lending institution. In reality, the sceme is controlled by a small group of individuals who have structured the enterprise to operate as multiple entities to frustrate and deter injured parties from seeking redress for the harm suffered in the course of the enterprise's fraudulent scheme.

3. There are three main categories of Defendants in this action: (1) the "**Charlatans**," entities and individuals who claim to provide inside access and training regarding Amazon; (2) the "**Financers**," the entities and individuals that purport to facilitate access and provide credit to the enterprise's victims, and (3) the "**Banks**," the financial institutions where the Financers open credit cards in their victims' names without authorization to do so.

#### **PARTIES**

4. Mrs. Vinca is a natural person who resides in the District.

#### ***THE CHARLATANS:***

5. Defendant FBA Stores, LLC ("FBA-Stores") is a limited liability company organized under the laws of the State of Nevada. According to records available on the website for the Nevada Secretary of State, FBA-Stores was organized on September 23, 2016. Upon information and belief, FBA-Stores' principal place of business is located at 293 Libbey Industrial Pkwy Suite 250, Weymouth, Massachusetts, 02189. Adam Bowser is listed as FBA-Stores' Manager.

6. At all times prior to September 23, 2016, FBA Stores was a pseudonym and mere alter-ego for the business dealings of Defendants Adam and Chris Bowser in relation to the enterprise.

7. Defendant FBA Distributors, LLC is a limited liability company organized under the laws of the State of Massachusetts. According to records available on the website for the Massachusetts Secretary of State, FBA Distributors, LLC was organized under a prior name (One Source Electronics LLC) on March 31, 2014. Its name was changed on June 24, 2016. Its address is listed

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as 293 Libbey Industrial Pkwy Suite 250, Weymouth, Massachusetts, 02189. Adam Bowser and Chris Bowser are listed as its Managers.

8. Defendant FBA Advantage, LLC is a limited liability company organized under the laws of the State of Massachusetts. According to records available on the website for the Massachusetts Secretary of State, FBA Advantage, LLC was organized on June 18, 2016. Its address is listed as 293 Libbey Industrial Pkwy Suite 150, Weymouth, Massachusetts, 02189.

9. Defendant Online Auction Learning Center Inc. ("OALC") is a corporation organized under the laws of the State of Massachusetts. According to records available on the website for the Massachusetts Secretary of State, OALC was organized on December 30, 2013. Its address is listed as 293 Libbey Industrial Pkwy Suite 250, Weymouth, Massachusetts, 02189. Chris Bowser is listed as its President. Adam Bowser is listed as its Treasurer and Secretary. Chris and Adam Bowser are listed as the only two directors. According to records available on the website for the Nevada Secretary of State, OALC was registered in Nevada on August 21, 2015, with an address at 3165 N. Moapa Valley Blvd., Logandale, Nevada, 89021. Upon information and belief, Chris and Adam Bowser founded OALC and are its majority shareholders.

10. Defendant Chris Bowser is an individual believed to reside in the State of New York.

11. Defendant Adam Bowser is an individual believed to reside in the State of Massachusetts.

***THE FINANCERS:***

12. Defendant Capfund Enterprises Inc., d/b/a Capfund Financial ("Capfund"), is a now-dissolved corporation organized under the laws of the state of Delaware. Capfund was organized on October 22, 2013. Its address is listed as 3726 Las Vegas Blvd South Suite 3203, Las Vegas, Nevada.

13. On information and belief, Defendant Brian Sciara is Capfund's Chief Executive Officer

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and founder.

14. According to records available on the website for the Nevada Secretary of State, Capfund was registered in Nevada on December 27, 2013, with its agent located at 6053 S Fort Apache Road, Suite 120, Las Vegas, 89147.

15. On its website and marketing materials<sup>1</sup>, Capfund purports to be “a leader in the alternative financing industry and has the working capital and proven track record to help your business grow.” They describe their offers there as “business cash flow loans,” “merchant cash advance,” “equipment loans,” and “same day business loans.”

16. In fact, Capfund merely opens credit cards in its victim’s name so that Capfund and the Charlatans can charge their exorbitant fees to those cards.

17. Brain Sciara is an individual believed to reside in Las Vegas, Nevada.

***THE BANKS:***

18. Defendant Citibank, N.A, is a national bank that transacts business in Illinois, with its principal place of business at 701 East 60th Street, North Sioux Falls, South Dakota, 57104.

19. Defendant First National Bank of Omaha (“FNBO”), N.A., is a national bank that transacts business in Illinois with its principal place of business at 1620 Dodge Street, Omaha, Nebraska, 68102.

20. Defendant Bank of America, N.A., is a national bank that transacts business in Illinois with its principal place of business at 100 North Tryon St., Charlotte, North Carolina, 28202.

21. Defendant Capital One, N.A., is a national bank that transacts business in Illinois with its principal place of business at 1680 Capital One Drive, Mclean, Virginia, 22102.

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<sup>1</sup> Available at <https://capfundfinancial.com/> last accessed December 16, 2017.

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22. Defendant Pentagon Federal Credit Union (“PenFed”) is a Federally Chartered credit union that transacts business in Illinois with its principal place of business at 7940 Jones Branch Drive, Tysons Corner, Virginia, 22102.

### **JURISDICTION AND VENUE**

23. This action arises under the Racketeering Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962, the Illinois Consumer Fraud and Deceptive Business Practices Act (ICFA), common-law Fraud in the Inducement, and the Declaratory Judgment Act, 28 U.S.C. § 2201. Jurisdiction is conveyed upon this Court pursuant to 28 U.S.C. § 1331. Supplemental jurisdiction for Plaintiffs’ state law claim is conveyed pursuant to 28 U.S.C. § 1367.

24. Venue is proper pursuant to 28 U.S.C. § 1391(b).

### **FACTS**

#### **I. Amazon’s FBA Sellers Service & Third Party Seller Program**

25. Amazon.com, Inc. (“Amazon”) is a well-known website where consumers can purchase a wide range of products from Amazon and its authorized third-party sellers.

26. Amazon’s third-party seller program provides registered sellers access to Amazon’s customer-base, where Sellers have the option of having their products packed and shipped by Amazon—so that customers can take advantage of their “Amazon Prime” membership which includes free two-day shipping and other perks

27. Amazon’s FBA Service has no minimum product quantity for intake into its fulfillment centers, which provides a significant value proposition for sellers with modest or fluctuating inventory. Sellers using Amazon’s FBA service are charged for the storage space they use and the orders that Amazon fulfills, providing a flexible, cost-effective, and simple fulfillment solution.

28. Amazon has developed a uniform set of contract terms, conditions, policies, and guidelines

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that govern seller activities.<sup>2</sup>

## **II. The Charlatans' Role in the Enterprise**

29. Defendants Chris Bowser and Adam Bowser, both individually and through their network of affiliated companies, sell a get-rich-quick scheme that purports to provide “inside information” on and “special access” to individuals who are interested in becoming sellers through the Amazon FBA Service described above.

30. The Charlatan Defendants use Amazon trademarks to deceive their victims into mistakenly believing that the enterprise is affiliated with Amazon.

31. Each of the corporate Charlatan Defendants are owned, controlled, and/or managed by Chris Bowser and Adam Bowser. Individually and in combination, the Bowsers are the guiding force behind the Charlatans, whose activities are part of a common scheme to enrich themselves at their victims' expense.

32. The Bowsers are the leaders who drive the strategy of the enterprise and who authorize, direct and personally participate in the unlawful actions and activities of their companies alleged herein.

33. Multiple times each week in cities across the country, FBA-Stores hosts a free “LIVE Amazon Workshop” touted as a “once-in-a-lifetime opportunity” where “you will see how to: Get started selling on Amazon and Make \$5,000-\$10,000 in the next 30 days...Even if you have never sold anything online before[.]” FBA-Stores entices prospective Amazon Sellers to these workshops by plastering Amazon's logos on its mass marketing direct mail materials, effectively posing as Amazon.

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<sup>2</sup> An overview of Amazon's FBA services, available at <https://services.amazon.com/fulfillment-by-amazon/benefits.htm> last accessed December 16, 2017.

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34. The Charlatan's portion of the enterprise includes, but is not limited to, the following misconduct:

- Exploiting the Amazon brand to recruit "students" (victims) interested in becoming Amazon Sellers;
- Persuading their victims to pay for expensive workshops and training programs based on exaggerated promises of special access to inside Amazon information and guaranteed profits;
- Manipulating victims' personal credit card applications so they can pay for their costly products and services;
- Teaching their victims to open multiple Seller accounts in violation of Amazon's Seller policies;
- Instructing their victims to obtain fraudulent product reviews in violation of Amazon's Seller policies;
- Supplying fraudulent documentation to Amazon on behalf of their victim sellers to obtain approval to sell restricted product categories ("ungating");
- Selling to their victims over-priced, mislabeled, and/or counterfeit products;
- Listing mislabeled and/or inauthentic products for sale on Amazon.com on behalf of their victims; and
- Guiding their victims to the Financer Defendants and cooperating to deceive the victims into believing they are applying for a loan in a procedurally unconscionable manner.

35. In coordination and cooperation with its co-Defendants and at the Bowsers' direction, FBA-Stores uses its free presentations to convince victims to sign up for a follow-on 3-day workshop—at a cost of \$995—for additional training on how to sell products using Amazon's FBA service.

36. At those workshops, victims are further encouraged to sign up for "Advanced Education Programs," which vary in cost from \$26,500 to \$45,490.

37. Those programs "teach" victims how to fraudulently violate Amazon's terms and

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conditions<sup>3</sup> without getting caught by forming multiple accounts, paying for product reviews, and employing FBA-Stores to “ungate” certain product categories that are typically under heightened scrutiny.

### **III. The Financers’ Role in the Enterprise**

38. Most of the victims cannot afford the ludicrous prices indicated above for the Charlatan Defendants’ “Advanced Education Programs.”

39. During its workshops, the Charlatan Defendants guide and assist its victims to laptops where they can apply with the Financer Defendants for what they call a “business loan.”

40. Victims are encouraged to complete a large stack of paperwork without reading it, and are assured they’re being given a great loan.

41. In reality, the Financer Defendants merely use the victims’ personal information to simultaneously apply for several credit cards at once—making it difficult for credit reporting agencies and financial institutions to properly evaluate the victim for credit-worthiness.

42. The Financer Defendants often submit applications for credit cards in the victims’ names that contain false signatures and inflated income figures.

43. The Financer Defendants then charge as much as \$3,000 as a fee for its services.

### **IV. Mrs. Vinca Falls Victim to Defendants’ Scheme**

44. Mrs. Vinca is a 57-year-old woman who lives in Schaumburg, Illinois with her husband.

45. She has difficulty seeing and English is her second language.

46. Due to medical bills for Mr. Vinca—and the likelihood that Mrs. Vinca’s eyesight would continue to deteriorate, likely resulting in her inability to work—Mrs. and Mr. Vinca anticipated

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<sup>3</sup>Available at <https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html> last accessed December 22, 2017.

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financial difficulty.

47. On or about June 6, 2016, Mrs. Vinca received a direct mail advertisement from FBA-Stores regarding one of its workshops taking place near her home. A true copy of that direct mail flyer is attached hereto as Exhibit 1.

48. On July 6, 2016, Mr. and Mrs. Vinca attended the one-hour FBA-Stores “workshop” at the Hyatt Place in Schaumburg, Illinois.

49. Chris Bowser took the stage at that workshop and explained to the crowd that they could easily become wealthy, and that if they didn’t have anything to sell, they could start by selling their household items.

50. Each guest, including Mrs. Vinca, received a “Conditional Guarantee” of \$5,000 from Adam Bowser. A true copy of that Guarantee is attached hereto as Exhibit 2.

51. Each guest, including Mrs. Vinca, also received a certificate for a 30-minute one-on-one strategy session with Chris Bowser if they purchase the Amazon Riches Home Study System. A true copy of that certificate is attached hereto as Exhibit 3.

52. At that seminar, Mrs. Vinca was persuaded to and did make a payment of \$995 to Defendant OALC to attend the three-day workshop taking place on July 15, 16, and 17 of 2016. A true copy of the information sheet for the three-day workshop is attached hereto as Exhibit 4, and a true copy of her receipt for said purchase is attached hereto as Exhibit 5.

53. On July 15, 16, and 17, Mrs. Vinca attended the three-day workshop held by the enterprise at the Holiday Inn Express located at 6600 Mannheim Rd. in Rosemont, Illinois.

54. Mrs. Vinca had fallen for the Charlatans’ false promises of easy wealth and inside information on the Amazon Store, but she felt like the information she was given during the first



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two days of the seminar was not sufficient for her to become a successful Amazon seller on her own.

55. At the end of the second day, Chris Bowser assigned an individual named Brad to be Mrs. Vinca's "consultant." Brad gave her a document offering her three different tiers of their "Advanced Education Program:" Gold, Platinum, and Diamond. A true copy of that sheet is attached and incorporated hereto as Exhibit 6.

56. On the third day, the seminar comprised power-point presentations on basic information regarding the Amazon FBA service. Throughout the day, Brad strongly encouraged and persuaded Mrs. Vinca that she should sign up for the Diamond-tier education program for a discounted rate of \$34,995. Mrs. Vinca expressed concerns that she almost certainly would not be able to afford it.

57. Towards the end of the day Brad took Mrs. Vinca into the hallway to meet with another FBA-Stores employee named Ross Weber who was sitting at a laptop. Brad and Ross explained to her that they would guarantee her an immediate income of at least \$5,000 a month if she signed up.

58. They also stated they could give her a great loan for the \$34,995 that would be 0% interest for 12 months.

59. Mrs. Vinca stated she would need to discuss her financial ability to purchase the program with her husband, but that she was willing to see if she would qualify for the loan.

60. Brad and Ross responded by explaining that she could apply that day and speak with her husband that night—and that nothing would be final until she spoke with them the next day.

61. Brad then put in front of Mrs. Vinca a six-page "Engagement Agreement" on Capfund's letterhead. Brad had circled where Mrs. Vinca was to initial and complete. A true, redacted copy

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of that Agreement is attached and incorporated hereto as Exhibit 7.

62. Mrs. Vinca asked Brad to explain the document to her, and he said they would explain everything the next day—once she determined whether she would be moving forward after speaking with her husband—but that she needed to fill it out now to apply.

63. Brad then flipped through the Agreement page by page and had Mrs. Vinca initial each page where he had circled. She was not given the opportunity to hold or read the Agreement.

64. On page three of the Agreement, the signature page, Brad told Mrs. Vinca to put her name, so she did. She did not believe that she was signing or assenting to the document, which is why she printed her name rather than affix her signature like she had on the other FBA-Stores documents.

65. Brad then gave Mrs. Vinca a purchase order form on FBA-Stores letterhead, indicating that she would be purchasing the Diamond package for \$34,995. A true, redacted copy of that purchase order form is attached hereto as Exhibit 8.

66. Brad and Ross told Mrs. Vinca that the purchase of the Diamond package would not be effectuated unless and until Mrs. Vinca received the “business loan” from Capfund.

67. Mrs. Vinca was told she needed to make a \$1,000 payment in order to lock in her “discounted” price, so she did so using her Chase credit card.

68. Mrs. Vinca then returned to the power point seminars.

69. Later that afternoon, Brad again escorted Mrs. Vinca into the hallway where Ross was sitting and explained that she had been conditionally approved for her business loan. He handed her a “Conditions for Approval” sheet, a true copy of which is attached hereto as Exhibit 9.

70. That “Conditions for Approval” form indicates that for the Agreement to effectuate—to “proceed with funding”—Mrs. Vinca would need to reduce her open revolving credit lines to

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below 50% of their limits. The Agreement showed that Mrs. Vinca's Chase credit card would need to be paid down in the amount of \$2,344 before any "funding" would take place.

71. Mrs. Vinca reiterated that she would need to speak with her husband to see if they'd be able to pay off the \$2,344 and whether they wished to proceed with the Agreement.

72. Ross told her to contact him when she decided, and wrote his email address onto the Conditions of Approval form.

73. Mrs. Vinca then went home, discussed the matter with her husband, and decided that due to Mr. and Mrs. Vinca's various medical issues, they did not want to proceed with the program.

74. The next day, on July 18, 2016, Mrs. Vinca sent an email to Ross that she needed to cancel the Diamond membership due to her husband's medical bills. A true copy of the email thread between Mrs. Vinca and Defendants is attached hereto as Exhibit 10.

75. Mrs. Vinca did not receive a response, so she sent follow-up emails to Chris Bowser on July 19, 2016 and July 22, 2016, explaining that she canceled the program and wanted the \$1,000 payment refunded to her.

76. On July 22, 2016, Ross Weber called Mrs. Vinca and told her he was going to sort everything out.

77. However, in his July 22, 2016 email, Ross indicated that he told Brian Sciara at Capfund "that you wanted [Capfund] to start raising funds."

78. Mrs. Vinca did not ever tell Ross that. To the contrary, she indicated on that telephone call that she wanted to cancel her Diamond purchase and have her \$1,000 down payment refunded.

79. Mrs. Vinca immediately responded via email and clarified that she did not want to pursue any membership and that she did not have enough funds to satisfy the "Conditions for Approval."

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80. Ross replied that same day and stated that he asked Capfund to “restart your funding,” that Capfund “will get you somewhere around \$20K with your cards as they currently are. We can wait and see what they can do and then you can make up your mind. I’m sure it will be fine.”

81. Mrs. Vinca emailed Ross twice on July 25, 2016, asking for her \$1,000 refund.

82. Ross replied that day stating he sent the refund request and that the money would be refunded to her Chase credit card.

83. Mrs. Vinca received her refund, and believed that the matter had been resolved and that her involvement with the Charlatans and Financers had come to a close.

84. However, on August 12, 2016, Capfund sent Mrs. Vinca an invoice via email showing that they had opened four separate credit cards in her name (so far) with the Bank Defendants for a total of \$28,300, and that she was being charged \$3,000 for Capfund’s services. A true copy of that invoice is attached hereto as Exhibit 11.

85. Mrs. Vinca immediately replied to that email stating she had never approved the loan, did not receive final paperwork, and that she is not responsible for the charges on the invoice. *See* Exhibit 10.

86. Mrs. Vinca also wrote an email to Ross explaining that she had never authorized the opening of these cards since her Agreement with Capfund was conditional.

87. Ross replied, offering to allow her to purchase the Gold or Platinum FBA-Stores programs at the discounted rate offered to her at the three-day seminar, since she “[has] been approved for plenty of funding to do it.”

88. Despite having never contacted Capfund or Brian Sciara, Mrs. Vinca received an email from Brian Sciara stating that they were not notified of her cancelation and that it “would have

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been [her] responsibility to submit your cancelation directly to our company.”

89. Ross then emailed and falsely stated that the reason Mrs. Vinca did not go through with the Diamond program was because she “did not think [she] would get the funding. Well, it looks like CapFund did exactly what they told you they would do.”

90. Through further emails, Brian Sciara refused to give Mrs. Vinca a refund or help her resolve the unauthorized credit cards that were opened in her name.

91. In fact, Sciara and Capfund then opened another credit card in her name with Defendant PenFed and charged that card an additional \$3,000.

92. Brian Sciara and Capfund had opened a total of five credit cards in her name without authorization—one account with each of the Bank Defendants.

93. Capfund had already charged its \$3,000 fee to her Chase credit card, for what is listed on its invoice as its fee. *See Exhibit 11.*

94. As a direct and proximate result of the conduct of the Charlatan and Financer Defendants, Mrs. Vinca, without limitation, suffered the following damages:

95. She has had five credit cards opened in her name without authorization;

96. She was improperly charged \$6,000 for services which she never consented to;

97. Her credit has been significantly damaged;

98. Lost profits from alternative, legitimate investment opportunities;

99. She has suffered tremendous amounts of emotional distress and anguish, for which she has received extensive medical treatment.

**FIRST CLAIM FOR RELIEF  
FOR VIOLATIONS OF THE  
RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT  
18 U.S.C. § 1962**

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***AGAINST THE CHARLATAN AND FINANCER DEFENDANTS***

100. Mrs. Vinca incorporates by reference Paragraphs 1-99, above, as though fully set forth herein.

101. RICO imposes civil liability on those who violate the provisions of 18 U.S.C. § 1962.

102. Each Charlatan and Financer Defendant is a “person” as defined by 18 U.S.C. § 1961(3).

103. The collaboration of said Defendants is an “enterprise” as defined by 18 U.S.C. § 1961(4).

As alleged above, the enterprise is engaged in and affects interstate commerce.

104. As alleged above, the enterprise engaged in racketeering activity by committing multiple instances of mail fraud, in violation of 18 U.S.C. § 1341, and wire fraud, in violation of 18 U.S.C. § 1961(1).

105. The conduct of the enterprise through a pattern of racketeering activity violated 18 U.S.C. § 1962(c).

106. As a direct and proximate result of Defendants’ enterprise, Mrs. Vinca suffered the damages alleged above.

WHEREFORE, Plaintiff Nancy Vinca respectfully requests that this Honorable Court enter judgment in her favor and against the Charlatan and Financer Defendants, jointly and severally, as follows:

- I. Awarding Mrs. Vinca treble her actual damages in an amount to be determined at trial;
- II. Awarding Mrs. Vinca her reasonable attorneys’ fees and costs as provided by statute; and
- III. Awarding Mrs. Vinca such further and additional relief and equity as justice shall require.

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**SECOND CLAIM FOR RELIEF**  
**FOR VIOLATIONS OF THE**  
**ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS 5/505**  
***AGAINST THE CHARLATAN AND FINANCER DEFENDANTS***

107. Mrs. Vinca incorporates by reference Paragraphs 1-99, above, as though fully set forth herein.

108. Mrs. Vinca is a “person” for the purposes of the Illinois Consumer Fraud and Deceptive Business Practices Act.

109. As set forth above, Defendants’ conduct was in the course of trade or commerce in the State of Illinois.

110. As set forth above, Defendants’ conduct toward Mrs. Vinca was deceptive.

111. As set forth above, Defendants’ conduct toward Mrs. Vinca was unfair.

112. As set forth above, as a direct and proximate result of Defendants’ conduct, Mrs. Vinca damages.

WHEREFORE, Plaintiff Nancy Vinca respectfully requests that this Honorable Court enter judgment in her favor and against the Charlatan and Financer Defendants, jointly and severally, as follows:

- I. Awarding Mrs. Vinca her actual damages in an amount determined at trial;
- II. Awarding Mrs. Vinca punitive damages;
- III. Awarding Mrs. Vinca her reasonable attorneys’ fees and costs as provided by statute; and
- IV. Awarding Mrs. Vinca such further and additional relief and equity as justice shall require.

**THIRD CLAIM FOR RELIEF**  
**COMMON LAW FRAUD IN THE INDUCEMENT**  
***AGAINST THE CHARLATAN AND FINANCER DEFENDANTS***

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113. Mrs. Vinca incorporates by reference Paragraphs 1-99, above, as though fully set forth herein.

114. As described above, the Charlatan and Financer Defendants made numerous false statements of material fact to Mrs. Vinca;

115. The Defendants knew that the statements were false;

116. The Defendants intended to induce Mrs. Vinca to act;

117. Mrs. Vinca reasonably relied on the truth of the statements made by Defendants;

118. As a direct and proximate result of Defendants' fraudulent inducement, Mrs. Vinca suffered the damages alleged above.

WHEREFORE, Plaintiff Nancy Vinca respectfully requests that this Honorable Court enter judgment in her favor and against the Charlatan and Financer Defendants, jointly and severally, as follows:

- IV. Awarding Mrs. Vinca her actual damages in an amount to be determined at trial;
- V. Awarding Mrs. Vinca her reasonable attorneys' fees and costs for Defendants' willful and wanton behavior; and
- VI. Awarding Mrs. Vinca such further and additional relief and equity as justice shall require.

**FOURTH CLAIM FOR RELIEF  
DECLARATORY JUDGMENT ACT  
AGAINST THE BANK DEFENDANTS**

119. Mrs. Vinca incorporates by reference Paragraphs 1-99, above, as though fully set forth herein.

120. The Declaratory Judgment Act provides, in relevant part, that "any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be



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sought.” 28 U.S.C. § 2201(a).

121. Because the credit card applications and agreements were the product of fraud and never authorized by Mrs. Vinca, they are void *ab initio*.

122. As a result, any debt allegedly due from Mrs. Vinca to the Bank Defendants is void and subject to the defense of fraud.

WHEREFORE, Plaintiff Nancy Vinca respectfully requests that this Honorable Court enter judgment in her favor and against the Bank Defendants, jointly and severally, as follows:

- I. Find that an actual justiciable controversy exists between the parties;
- II. Find that the credit card agreements between the Bank Defendants and Mrs. Vinca are void and unenforceable due to fraud;
- III. Any other such relief this Honorable Court finds just.

Respectfully submitted,

By: /s/Steven J. Uhrich  
One of Plaintiff's Attorneys

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Steven J. Uhrich (6310369)  
ZAMPARO LAW GROUP, P.C.  
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steven@zamparolaw.com

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### **JURY TRIAL**

Plaintiff hereby demands a trial by jury for all issues so triable.

### **DOCUMENT PRESERVATION DEMAND**

Plaintiff hereby demands that defendants take affirmative steps to preserve all recordings, data, documents, and all other tangible things that relate to plaintiff, the events described herein, any third party associated with any communication, account, sale or file associated with plaintiff, and any account or number or symbol relating to them. These materials are likely very relevant to the litigation of this claim. If defendant is aware of any third party that has possession, custody, or control of any such materials, Plaintiff demands that Defendants request that such third party also take steps to preserve the materials. This demand shall not narrow the scope of any independent document preservation duties of the Defendants or third parties.

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## SPECIAL INVITATION

Choose a location and call 800-443-1222 immediately!  
Participation is limited to the first 100 registrants.



All attendees will receive:

- Free Cell Phone Battery Charger or FREE iPod Touch
  - Free Best Selling Products on Amazon Manual
- Plus the first 100 callers to attend are registered to win a FREE iPad in our One-of-Twenty iPad Giveaway!!!

### FIVE DAYS ONLY

#### **Tuesday, July 5th**

Hilton Garden Inn Lake Forest    Holiday Inn Carol Stream/Wheaton  
26225 Riverwoods Blvd.                      150 S. Gary Ave.  
Mettawa, IL 60045                              Carol Stream, IL 60188  
6pm-8pm ONLY                                      12pm-2pm or 6pm-8pm

#### **Thursday, July 7th**

#### **Wednesday, July 6th**

Hyatt Place Schaumburg  
1851 McConner Pkwy  
Schaumburg, IL 60173  
12pm-2pm or 6pm-8pm

#### **Friday, July 8th**

Embassy Suites Downtown  
511 N. Columbus Dr.  
Chicago, IL 60611  
12pm-2pm ONLY

#### **Saturday, July 9th**

Crowne Plaza Rosemont - 5440 N. River Rd.  
Rosemont, IL 60018 - 9am-11am or 12pm-2pm ONLY

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Congratulations! You've been chosen to attend an exclusive LIVE Amazon Workshop that is coming to the greater Chicago area. My name is Chris Bowser, and over the past 17 years I have sold over \$40 Million online. I am coming to the Chicago area to share my secrets for making money on Amazon. This will truly be a once-in-a-lifetime opportunity. At this workshop you will see how to:

- Make \$5,000-\$10,000 on Amazon in the next 30 Days.
- Start Selling on Amazon and You can Create Your Own Account the Moment You Leave the Workshop
- Have Amazon Store Your Stuff, Inventory Your Products & Ship Out Your All Your Orders & Generate \$1,000 - \$2,000 by Selling the Stuff You Have Lying around your House
- Start an Online Business with No Money out of your pocket. Setting up an Amazon Account is 100% Free
- I'll be Giving you Wholesalers You can call up and Buy & Get Great Deals for Huge profits, or just extra \$\$ to Pay Your Basic Bills From the Comfort of Your Own Home

You will not want to miss this amazing opportunity! I personally sold over \$12 Million on Amazon last year and this exclusive program is limited to the first 100 registrants.

Call 800-443-1222. If you are not one of the first 100 registrants, your name will be put on a waiting list. You have never experienced anything like this before. We guarantee it. Don't miss this event.

Chris Bowser  
FBAStores.com

**AS SEEN ON:**



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**BEST SELLING AUTHOR & AMERICA'S  
#1 AMAZON TRAINER IS COMING TO  
THE CHICAGO AREA - CALL 800-443-1222  
TO REGISTER FOR ONE OF OUR FREE  
AMAZON WORKSHOPS & DISCOVER HOW  
TO PROFIT WITH AMAZON.COM**



Chris Bowser is a highly sought after Amazon trainer, who has addressed large and small audiences in hotels and conventions around the world. Having trained in 18 different countries, Chris has shared the stage with leaders such as Jack Canfield, Tony Robbins, Mark Victor Hansen, and many others.

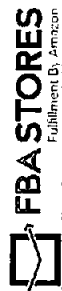
For years Chris has been helping thousands of ordinary people take their lives back and create financial

freedom by implementing his systems for success as Amazon sellers. Today, he is considered one of the country's leading experts in his field. He is not affiliated with or connected to Amazon in any way, and just last year he sold over \$12 Million on Amazon.com. Now he wants to help you become his next Amazon success story. Come to this workshop and discover the power of Amazon FBA. Amazon has created this amazing system where they will store, inventory, ship out & handle all of your customer service for all of your orders!

Copyright 2016 Online Auction Learning Center Inc. All rights reserved. iPod Touch, Cell phone battery pack, DVD's and other promotional materials may vary in color and appearance. Amazon does not sponsor this event. \*One of Twenty iPad Giveaway: 20 iPads (5 each quarter will be given out in Giveaway terms and conditions will be provided at the the event).

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## Conditional Guarantee "\$5,000 Sales" Guarantee Certificate



FBA STORES understands that you may not be able to fully utilize the materials, services and trainings you have purchased today until after your 3-Day Amazon Training Workshop. We also understand that your bottom line will be: "I can do it!" So, we here at FBA Stores guarantees you that, if you take action and follow the steps necessary to buy/sell and sell products as detailed in your Workshop and you do NOT make a minimum of \$5,000 in sales online, we will give you your money back.

The terms and condition of this, our guarantee:

- You must attend all three days of the 3-Day Amazon Training Workshop. During the six months following your purchase of your Workshop, must make no less than twenty-five products for sale each week using the techniques you will learn in your Workshop.
- If, in the first month, you have not invested in product to resell you will call the student resource line and make get advice and guidance under your resource line mentor.
- Documentation of products purchased and listed is necessary.
- You must provide this Guarantee Certificate and proof of purchase of your 3-Day Amazon Training Workshop.
- Having completed these conditions, if you have still not made at least \$5,000 in sales over the course of 6 months, we here at FBA Stores ~~Captar~~ will gladly refund to you all the amounts you paid to and collected by us for the purchase of your 3 day Workshop. Please allow thirty business days to process your refund following receipt of all necessary documentation.

Terms and Conditions Acknowledged and Agreed to by:

Student/Purchaser: NANCY VINCA

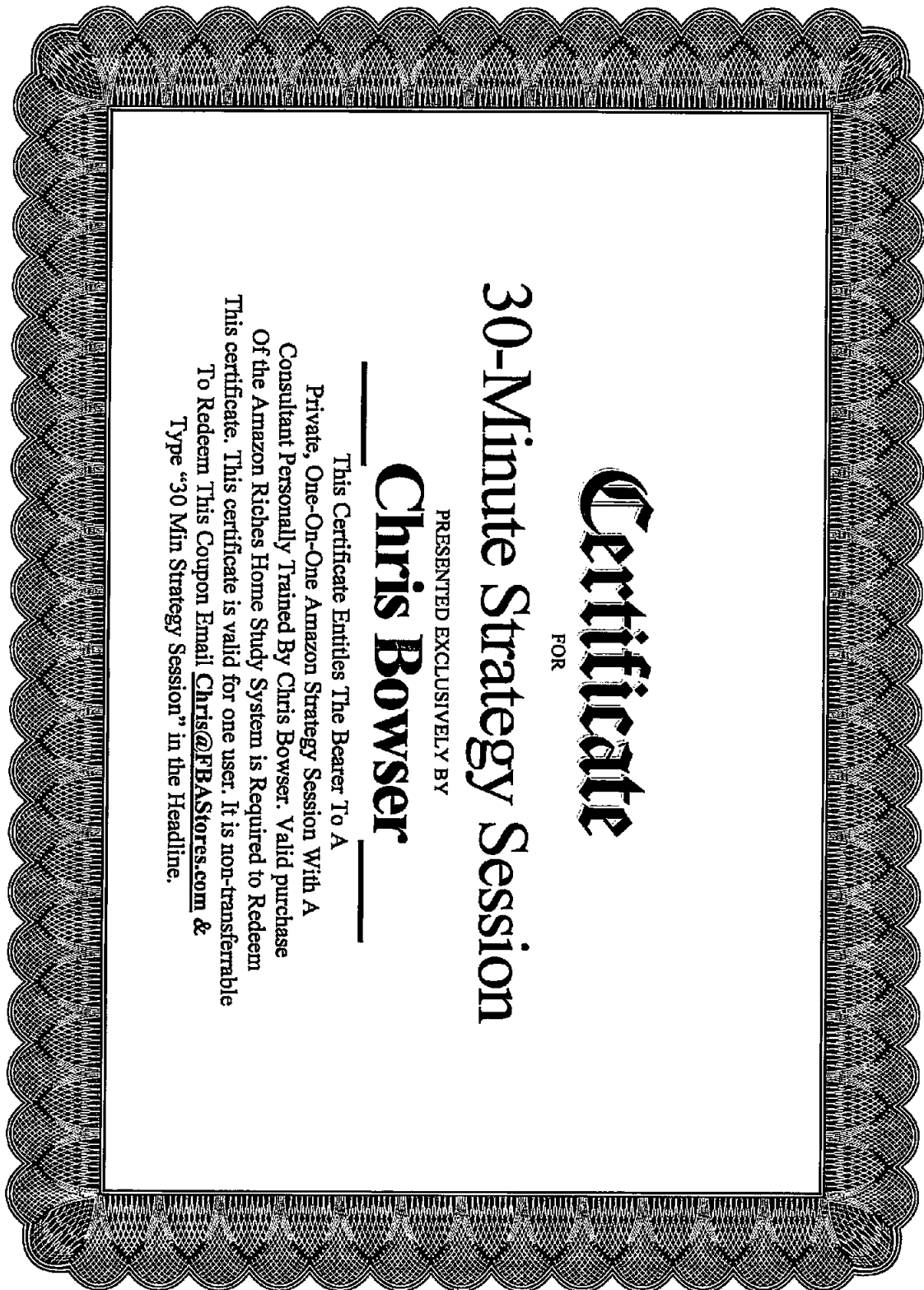
Signature: Nancy Vinca

Date of Purchase: JULY 6, 2016

Issued By:

FTC-002102

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**ONLINE AUCTION**  
LEARNING CENTER

**Class Schedule:** The 3-day Amazon Profits Workshop begins promptly at 9 am each morning. Please arrive early at 8:30 for registration.

Friday, July 15th  
Saturday, July 16th  
Sunday, July 17th

**Training Location:**

Holiday Inn Express  
6600 Mannheim Rd.  
Rosemont, IL 60018

Expect a jam-packed agenda during these three days. Each day will begin at 9 am and will conclude for the day around 5 pm. The last day of the session may end mid-afternoon depending upon the interaction of you and the rest of the students there.

**Arrive early! We're going to move at an accelerated pace as we cover:**

- Step-by-Step how to get up and running on Amazon
- Specifically what products are selling best on Amazon & More importantly where to find them.
- How to Find, Talk to & Negotiate with Wholesalers and Major Suppliers.
- The key to using other people's money (and where to find it!)
- Plus a Whole Ton More...

**In preparation for the class, we would like you to:**

- Setup an Amazon Seller's Account. Start with a basic account. We'll work towards the professional acct.
- Get organized and establish a daily routine. Go through the videos, special reports and the manual of the home study course that you received on your Kindle.
- Write down your goals and fears and bring them to the academy with you.
- Log on to the member's area. If you haven't done so yet, you can call the office and ask for your username and password. Note: If you look at the kindle, there is a registration code stuck to the inside top of the box. ?
- What do you want? Take off your blinders and think in terms of bigger things -- financially, mentally and physically. Gaining such a mindset will allow you to accomplish much more in your financial and personal life.

Please make sure to review the materials that you received at your free preview training. Within the next few days, you will be receiving an email inviting you to attend a webinar that will go over what to expect at your upcoming Amazon Workshop. Don't worry, you will be able to view it at any time prior to the event, and as many times as you wish. Watch for the email and the webinar. We will be sharing a lot of information with you then. Remember, you can bring a guest of your choosing when you attend the three-day Amazon Workshop. We encourage you to bring a spouse, partner or family member with you, as many find sharing the journey to financial security much more rewarding.

If you have any questions, don't hesitate to call the office at 800-554-8495. And get ready to succeed!

Enjoy the Journey,

*Russ Weber (801) 358-1610*

Chris Bowser  
Co-Founder  
Online Auction Learning Center, Inc.  
The Online Auction Learning Center, Inc.

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**Invoice**

Online Auction Learning Center Inc  
 293 Libbey Industrial Parkway  
 Suite 250  
 Weymouth, Massachusetts 02189  
 United States  
 (800) 554-8495

Date	Invoice #	Due Date
July 7, 2016	63547	07/07/2016

**TO:**

Nancy Vinca  
 427 N Walnut Ave  
 Schaumburg, IL 60194  
 United States

**SHIP TO:**

Nancy Vinca

Qty	Description	Unit Price	Total
1	Amazon Course (Preview) - \$995.00	\$995.00	\$995.00
<b>Total Purchases</b>			<b>\$995.00</b>

**Payments Made**

7/7/2016	Credit Card - Approved Visa xxxxxxxxxxxx5669	\$995.00
<b>Total Payments &amp; Adjustments</b>		<b>\$995.00</b>

**Payments Due**

7/7/2016	Current	\$0.00
<b>Outstanding Balance</b>		<b>\$0.00</b>
<b>Balance Due Now</b>		<b>\$0.00</b>

**John Doe**  
email@example.com

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## FBA STORES Advanced Education Programs

### Diamond

- ☐ **16 Personal 1 on 1 Coaching Sessions** *Included*
- ☐ **Done 4 You Wholesale Fulfillment-** We supply you with products *Included*
- ☐ **Fulfillment by Adam (FBA)-** We fulfill any product orders to Amazon *Included*
- ☐ **One Mastermind Event Per Year-** CES Trade Show *Included*
- ☐ **Unlimited Access to "The Network-** Wholesale products to our networks *Included*
- Ungating in 2 Categories in first Store** *Included*

<b>Regular Investment</b>	<b>Onsite Investment</b>	<b>Today's Savings</b>
<u>45,490</u>	<u>                    </u>	<u>34,995</u>

### Platinum

- ☐ **8 Personal 1 on 1 Coaching Sessions** *Included*
- ☐ **Done 4 You Wholesale Fulfillment-** We supply you with products *Included*
- ☐ **One Mastermind Event Per Year-** CES Trade Show *Included*
- ☐ **Unlimited Access to "The Network-** Wholesale products to our networks *Included*

<b>Regular Investment</b>	<b>Onsite Investment</b>	<b>Today's Savings</b>
<u>                    </u>	<u>                    </u>	<u>35,995</u>

### Gold

- ☐ **4 Personal 1 on 1 Coaching** *Included*
- ☐ **Done 4 You Wholesale Fulfillment-** We supply you with products *12,000*
- ☐ **Unlimited Access to "The Network-** Wholesale products to our networks *Included*

<b>Regular Investment</b>	<b>Onsite Investment</b>	<b>Today's Savings</b>
<u>26,500</u>	<u>                    </u>	<u>30,000 9,995</u>

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### **ENGAGEMENT AGREEMENT 1:3**

#### **Re: Provision of business consulting and capital funding services**

We are pleased you have asked us, **CapFund Enterprises, Inc, d.b.a CapFund Financial**, to provide you with financing and credit consulting services. Business relationships work best when there is a mutual understanding about the scope of services to be provided, fees and payment terms. Accordingly, this letter is a binding agreement and sets forth our terms and incorporates our Fee Policy Statement.

CapFund Financial is not a Lending Institution. The types of services we will be providing you include, without limitation, reorganization of your business entity; establishing multiple Credit Accounts on behalf of you and/or your business; and general credit consulting. For the purpose of this letter agreement, "Credit Accounts" means credit lines, credit cards, credit facilities, accounts, loans or similar financing mechanism, which may be secured or unsecured, guaranteed or not, or established through your business or person.

CapFund Financial will be providing you with credit consulting and financing services for an initial term of 6 months from the date this letter is signed by you. This term will be extended if our services continue beyond the initial term. You may terminate our services only upon our failure to perform as agreed for not less than 30 days.

In most cases we expect to help increase your Experian/Fair Isaac credit score and, thereby, maximize your borrowing power. In order to provide you these services, we may evaluate your creditworthiness by obtaining a credit report or background information about you and/or your business from other appropriate sources. Accordingly, you will be asked to complete an application detailing certain personal, business, and financial information, and you agree to take any other actions reasonably requested to assist us in obtaining information and credit opportunities as may be required.

You will not be required to pay us an up-front fee. One of our goals is to help you obtain an Experian/Fair Isaac FICO credit score of at least seven hundred twenty (720); reduce revolving accounts to less than forty five percent (45%) of the limit; limit, reduce or remove excessive inquiries or other material derogatory information from your credit report.

Initial: M

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### ENGAGEMENT AGREEMENT 2:3

Once we have verified newly established Credit Accounts opened on behalf of you or your business, you agree to the following fees:

\*\$0 up front fee

\*\* Funding up to the aggregate sum of 25,000 to be billed/invoiced \$1,000.

\*\*\* Funding in excess of to the aggregate sum of 25,000 to be billed/invoiced \$3,000.

Initial: NV

You agree that fees or any other amount due may be automatically charged to your credit card by us. You acknowledge that these fees are non-refundable once we have met the minimum threshold for charging the respective fee. Moreover, you specifically waive any option to, and agree to not, cause any chargeback of fees once processed. The below paragraph describes our conflict resolution procedures to which you agree.

Due to the nature of our services, you agree to not apply, establish or cause the opening of new Credit Accounts or modify your existing Credit Accounts during our engagement term without the prior written consent of us. Further, you will provide guaranties and/or collateral at such times and to such extent as necessary for the established Credit Accounts.

All billings will be made in accordance with the Fee Policy Statement, and you agree it is a material basis of, and incorporated into, this letter agreement. Please carefully review the Fee Policy Statement and contact this office immediately to discuss any questions you might have. Although we ask that you sign and return a copy of this letter, please understand that even if you do not do so, your acceptance of our services constitutes your acceptance of the terms of this correspondence and the accompanying policies for the duration of our engagement.

However, if you breach any this or any other agreement between you and us, you agree to pay us a liquidated damages in the amount of the fee that would otherwise be charged had we met our proposed funding, minus any fees actually paid by you.

You specifically acknowledge that you are solely responsible for payment of any debts incurred through the Credit Accounts and waive any claims against us. Further, you hereby agree to indemnify, defend and hold CapFund Financial, its subsidiaries, and affiliates, and each of their successors, licensees, distributors, and assigns and their respective officers, owners, executives, employees, attorneys, and other agents, harmless from and against any and all claims, actions, judgments, damages, losses, penalties, liabilities, costs and expenses of whatever kind and nature imposed on, incurred by, or asserted against us or the foregoing parties arising out of or in connection with the services provided by us or any breach by the you of any agreement between you and us.

We agree that all disputes arising out of our engagement shall be brought before a neutral mediator. If the parties are still unable to reach an amicable solution, each party shall submit to binding arbitration in Clark County, Nevada. If we are required to bring an action or otherwise spend time attempting to collect amounts due us for services rendered, you will also be responsible for our costs and reasonable attorney's fees, if we prevail in such proceedings.

Initial: NV

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**ENGAGEMENT AGREEMENT 3:3**

This letter shall be governed by the internal laws of the State of Nevada. This is the complete and final expression of our agreement with regards to your retention of us and our services to you. No amendment of this letter is effective unless made in writing and signed by you and us. If any provision of this letter is unenforceable, then the unenforceable provision will be severed and the remaining provisions will be enforceable.

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to your and our last known address. Notice to one party will be deemed to be notice to all parties. Where a notice is required, we agree that 10 days prior written notice will be reasonable.

If you are a company, you and the undersigned represent and warrant that the signatory hereunder is authorized to execute this letter on your behalf and there are no further company proceedings or authorizations necessary prior to its enforcement.

We thank you in advance for the opportunity to be of assistance to you and look forward to working with you. Should you have any questions, please feel free to contact us.

Best regards,

**CapFund Financial**  
3726 Las Vegas Blvd South  
Las Vegas, NV 89158

I acknowledge that I have read the above and foregoing and it is so agreed.

Client: \_\_\_\_\_

By: NANCY VINCA

Printed/Title (if company): \_\_\_\_\_

Date: \_\_\_\_\_

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### **FEE POLICY STATEMENT**

This Fee Policy Statement ("Policy Statement") describes how we, CapFund Enterprises, Inc d.b.a CapFund Financial, bill for services and details our policies and procedures as they relate to the provision of services to clients. We believe that we can serve our clients better if they know about our policies at the beginning of our engagement.

We make no guarantees as to the interest rates or terms in which credit may be granted to our clients by lenders and other financial institutions. We may, and generally will, apply for credit lines on behalf of our clients at banks and institutions who may report to the credit bureaus. In most cases the banks will charge a \$50 or 3% fee to remove the cash from the credit cards we apply for, we do not have any control of these fees. We cannot guarantee that such banks or institutions will not report to our clients' personal credit or business credit. These decisions and their impact on our clients' credit, either positive or negative, are completely out of our control.

Our fees are not contingent on our clients' needs for financing or lack thereof. Accordingly, clients may not cancel, withdraw, intentionally cause to be denied, or fail to follow through on a credit application unless given permission in writing by us. Additionally, if a client does not provide us with an approval or denial letter from the lender within 30 days of submitting an application for credit, such application will be deemed approved and we will include the requested amount in calculating total credit obtained and fees owed. Once the aggregate credit limit is achieved, fees shall be considered fully earned and non-refundable.

We bill our clients automatically using a credit card provided or approved by the client. All amounts due and owing are billed upon verification of newly established accounts on behalf of the client with the requisite aggregate credit lines. If we are unable to collect fees due for any reason, we will attempt to bill the client's approved credit card up to 3 times. However, in the event that the client's approved credit card is denied or the payment fails to be approved, client hereby agrees and acknowledges that CapFund Enterprises, Inc d.b.a. CapFund Financial to bill one or any of the credit lines and or credit cards that have been established by CapFund Financial, Inc d.b.a. CapFund Financial for any remaining balance due and owing by client.

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**CREDIT CARD AUTHORIZATION:**

I, NANCY VINCA authorize CapFund Card to keep my signature on file and to charge my account the total amount due and owing for the services provided to me. I understand that this authorization is valid and cannot be canceled while a financial obligation is outstanding under the terms set out above. I further understand that if this card is canceled or replaced (including issuance of a card with an updated expiration date), I am obligated to supply CapFund Card with the new account number and expiration date.

TYPE OF CARD VISA ACCOUNT # [REDACTED] 5669  
 EXP DATE 10/16 CVC CODE [REDACTED] BILLING ZIP CODE [REDACTED]

Client Authorization: NANCY VINCA

In the event that CapFund is unable to process the payment on the above credit card account, client is hereby authorizing CapFund to charge any or all of the credit lines and/or credit card accounts that have been established by CapFund on behalf of client.

Client Authorization: NANCY VINCA

Balances unpaid after 3 attempts will accrue interest at an annual rate of 15%, compounded daily. We may suspend or terminate our services if any statement is left unpaid for more than 15 days. All unpaid charges at the expiration or termination of services will become immediately due and payable. Additionally, we may automatically charge up to \$100 on a client's credit card for fees associated with accessing his or her credit reports.

Upon a client's failure to pay fees when and as due, we will provide the client with 5 days written notice, at the end of such time we may suspend our services until all fees are paid. Additionally, we may terminate our services if provision of such services would be unlawful or our services have remained suspended for more than 10 days due to failure to pay fees. If we elect to terminate our services, clients will not be entitled to a refund or return of any funds paid to us.

Client: NANCY VINCA

Printed/Title: \_\_\_\_\_

\*\*\*\*\*

**PLEASE PROVIDE A COPY OF YOUR STATE ID/DRIVER'S LICENSE & CREDIT CARD**

Email to: [processing@capfundfinancial.com](mailto:processing@capfundfinancial.com)



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**Application Information****PERSONAL INFORMATION**

Funding Requested: \_\_\_\_\_

First Name: NANCY Middle Name: D Last Name: VINCA

Home Address: \_\_\_\_\_

City: SCHAMMUR State: IL Zip: 60194Years at this address: 3 Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_Mortgage Bank or (Landlord) MRS JENNIFER VARGASEmail: dannylin-nancy@gmail.com DOB: 9-15-61 SSN: \_\_\_\_\_US Citizen: ✓ YES Birth City/State: PHILIPPINES, MANILAMost Recent Employer: ALEXIAN BROTHERS MEDICAL CENTER Years at Most Recent Employer: 15Position at Most Recent Employer: HIM COVER

Mother's Maiden Name: \_\_\_\_\_ Your Pet's Name: \_\_\_\_\_

Personal Reference: W600 - 04 0206 - 0000 Personal Reference Phone: \_\_\_\_\_Drivers Lic Number: \_\_\_\_\_ Drivers Lic State: ILLINOISProjected Household Income: \$53,000.00 Military Affiliation: NO  
Parent: \_\_\_\_\_ Sibling: \_\_\_\_\_ Spouse: \_\_\_\_\_Have you ever filed bankruptcy? NO

If yes, when and what banks were involved: \_\_\_\_\_

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**FBA STORES**

Fulfillment By Amazon

Date: 7/14/16

293 Libbey Industrial Pkwy Suite 250  
Weymouth, MA 02189  
(800) 554-8495  
Support@FBAStores.com

Event: Chicago #1**PLEASE PRINT CLEARLY & PRESS HARD FOR ALL COPIES**Name NANCY VINCAShipping Address [REDACTED]City SCHENKSBURGState ILZip Code 60194Cell Phone [REDACTED]Home Phone [REDACTED]Best Email [REDACTED]@gmail.com**ORDER INFORMATION**

ORDER INFORMATION					
Product		Delivered	To Be Shipped	Price	Total Cost
DIAMOND				\$ 34775	\$ 34775
				\$	\$
				\$	\$
Event				Guest Name (Please Print)	
Date	City				
Date	City				

**Payment Information**

1. Date 7/12/16 \$ 1000 CC # [REDACTED] Exp. Date [REDACTED]  
 2. Date        \$        CC #        Exp. Date         
 3. Date        \$        CC #        Exp. Date       

Name on Card:       Billing Address (If Different From Above)       

Total Cost	\$ 34775
Payment	\$ 1000 -
Outstanding	\$ 33975

The material purchased are copyrighted; they are for your personal use and copying them is prohibited by law. You the buyer may cancel this transaction at my time prior to midnight of the 3rd business day after the date of this transaction. See the attached terms and conditions form for an explanation of this right.

Signature (Required): Nancy Vinca

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# FBA STORES

Fulfillment By Amazon

Online Auction Learning Center, Inc.  
293 Libbey Industrial Pkwy Suite 250  
Weymouth, MA 02189  
(800) 554-8495  
**Support@FBAStores.com**

#### **Event Dates & Locations**

Event dates and locations are subject to change. Non-attendance at the event does not constitute grounds for a refund, nor release from this agreement. All deposits, advance payments, finance forms and tickets are non-refundable and held as in-house credit toward future enrollment and/or purchase.

\_\_\_\_\_ (Initial Here)

#### **Product Return Policies and Procedures**

You, the buyer, may cancel this agreement at any time prior to midnight of the 3rd day after the date of this agreement, excluding Sundays and holidays. Should you choose to request a cancellation on or before the 3rd business day from the date of purchase, you must submit the front of this agreement along with a written request stating your reason for cancelling to Support@OnlineAuctionLearningCenter.com. Upon approval of your return request, you will be directed as to the instructions for returning your materials.

\_\_\_\_\_ (Initial Here)

#### **Declined Credit Cards and Checks**

In the event a credit card is returned as "declined", we will attempt to claim funds from your card up to three separate times before a suspension occurs. Checks may be accepted as a form of payment at our live events as a courtesy to our customers. However, you, the buyer will be solely responsible for paying all returned checks and/or bank fees, processing charges, and past monthly fees. Checks that are non-negotiable, for any reason (insufficient funds, closed accounts, stop payments, etc.) are subject to immediate collection and prosecution to the fullest extent of the law, including all expenses involved in collection, and will be subject to an additional fee if the account is forwarded to a 3rd party collection agency.

\_\_\_\_\_ (Initial Here)

**Dispute Resolution Policy:** By executing this Purchase Order, the Customer and the Company hereby agree that any and all disputes that arise between them concerning the Purchase Order or any of the terms thereof or that concern any aspect of the relationship between the Customer and the Company, shall be decided exclusively in binding arbitration conducted by the American Arbitration Association ("AAA"). The dispute will be decided by a single arbitrator who will apply the AAA's Commercial Arbitration rules. The arbitrator does not have authority to make an order for costs or attorneys fees, and will only award contract damages if any. If, however, a party files a suit in Court in violation of this written arbitration agreement, the party that is made to defend the suit in Court is entitled to an immediate stay and dismissal of such Court proceeding, and shall be entitled to an award of all reasonable attorneys fees and costs in connection with such Court proceedings. In order to keep costs down, the arbitration will be conducted through written submissions only, and the arbitrator will not require any live hearings. Customer waives all rights to a class arbitration. Customer and Company further agree that each party will bear it's own costs and attorney's fees incurred in connection with the AAA arbitration proceeding

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# CAPFUND FINANCIAL

40-60k

Nancy Vinca

## Conditions for Approval

All balances on your revolving credit lines (credit card accounts only), must be at or below 50% of the limit. The following lines are out of this ratio and need to be paid down in order to proceed with funding. Please notify your funding advisor if you are an authorized user on any of these credit lines.

1. Chase account #\*\*\*\*

a. Limit: \$7,800 Balance: \$6,244 Pay-down: \$2,344

email Rose@movingtoDR.com  
when paid off

Please contact your funding advisor with questions regarding this letter.

Thank You,

CapFund Financial  
Underwriting Dept.

This letter is intended solely as a basis for further discussion and is not intended to be and does not constitute a legally binding agreement. Upon our agreement to terms, we will complete necessary closing and other related business documents. Additionally, you acknowledge that any projected results are forward looking statements that involve significant risks and uncertainty. Actual results for any period may or may not approximate projections and may differ significantly.

Main 855.826.8575 Facsimile 702.425.9662

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nancy vinca <dunglao.nancy@gmail.com>

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## Payment reprocessing

---

nancy vinca <dunglao.nancy@gmail.com>  
To: Ross Weber <Ross@movingtodr.com>

Mon, Jul 18, 2016 at 7:30 PM

Hi,

I need to cancel the Diamond membership due to several medical bills issues.

Nancy Vinca

[Quoted text hidden]

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nancy vinca <dunglao.nancy@gmail.com>

---

**cancel Diamond**

2 messages

---

nancy vinca <dunglao.nancy@gmail.com>

Tue, Jul 19, 2016 at 3:04 PM

To: Chris Bowser <Support@onlineauctionlearningcenter.com>

Hello,

I need to cancel the Diamond membership process due to large amount of medical bills & my husband's current unstable job.

An amount of \$1,000 was paid w/ my credit card last Sunday's event at Holiday Inn Express 6600 Mannheim Rd. Rosemont, IL 60018.. The classes were scheduled on July 15 to July 17, 2016. Initially, informed Ross Weber by email on July 18.

I appreciate very much to your prompt response in regards to this matter.

Thank you,  
Nancy Vinca

---

nancy vinca <dunglao.nancy@gmail.com>

Fri, Jul 22, 2016 at 4:12 PM

To: Chris Bowser <Support@onlineauctionlearningcenter.com>

Hi Chris,

I have not receive any response in regards to my situation.

I'm cancelling the membership and I need to get the refund of \$1,000 paid last Sunday's workshop July 17.

I'm in current financial stress includes my several medical bills. The decision made last Sunday was not reflected well upon.

Appreciate for your response.

Nancy Vinca

[Quoted text hidden]

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Ross Weber <Ross@movingtodr.com>

Jul  
22

to me

Hi Nancy,

I'm just following up with you like I told you I would on our call. I also reached out to Brian about your funding. \* He was under the impression you were going to pay down a card balance before he was to start raising funds for you.

I told him to reach out to you and that you wanted them to start raising funds. They will only get you credit lines/credit cards/ checks that have 0% APR for at least 12 months.

If you need anything else please don't hesitate to let me know.

Best,  
Ross

~  
Ross Weber

[www.MovingtoDR.com](http://www.MovingtoDR.com)

nancy vinca <dunglao.nancy@gmail.com>

Jul  
22

to Ross

Hi Ross,

\* Amount of \$2,344 needs to pay down on my other Chase credit account in order to get approve. Currently, I don't have that enough fund to pay off everything.  
IF I don't get approve I will not further pursue for any membership since I can't afford. I also did mentioned these to Brad.  
I prefer to get my refund of \$1,000 paid to your company from my credit card.

Ross Weber <Ross@movingtodr.com>

Jul  
22

to me

\* Ok. I understood the pay down and you not being able to do it.

After our call I asked Capfund to restart your funding. I thought someone would reach out to you during the day today. I believe they will get you somewhere around \$20K with your cards as they currently are. We can wait and see what they can do and then you can make up your mind. I'm sure it will be fine.

Please let me know if I can help any further.

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Ross mentioned you wanted to cancel your Diamond package for your Amazon store? If you don't mind, tell me what's going on? I'd hate for you to not get your Amazon store up and running.

Thanks,

Brad

nancy vinca <dunglao.nancy@gmail.com>

Jul  
20

to yatley

Hi Brad,

I don't have enough fund to meet the 50% loan. I just paid \$1,0000+ for my medical bills last Monday. Monday afternoon, my husband got bad news about the company where he's working. We are having some financial stress right now. I cannot handle another financial problems. Some disappointment about the 3 days workshop, there's absolutely no detailed presentations on how to navigate around the Amazon seller's account. One aspect to get successful in this business is to get proper knowledge. I'm still going to do this business. Hope to consider my decision.



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nancy vinca <dunglao.nancy@gmail.com>

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## Following-up

15 messages

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Ross Weber <Ross@movingtodr.com>  
To: nancy vinca <dunglao.nancy@gmail.com>

Fri, Jul 22, 2016 at 12:33 PM

Hi Nancy,

I'm just following up with you like I told you I would on our call. I also reached out to Brian about your funding. He was under the impression you were going to pay down a card balance before he was to start raising funds for you.

I told him to reach out to you and that you wanted them to start raising funds. They will only get you credit lines/credit cards/ checks that have 0% APR for at least 12 months.

If you need anything else please don't hesitate to let me know.

Best,  
Ross

~  
Ross Weber

www.MovingtoDR.com

---

nancy vinca <dunglao.nancy@gmail.com>  
To: Ross Weber <Ross@movingtodr.com>

Fri, Jul 22, 2016 at 4:05 PM

Hi Ross,

Amount of \$2,344 needs to pay down on my other Chase credit account in order to get approve. Currently, I don't have that enough fund to pay off everything.

IF I don't get approve I will not further pursue for any membership since I can't afford. I also did mentioned these to Brad.

I prefer to get my refund of \$1,000 paid to your company from my credit card.

Nancy Vinca  
[Quoted text hidden]

---

Ross Weber <Ross@movingtodr.com>  
To: nancy vinca <dunglao.nancy@gmail.com>

Fri, Jul 22, 2016 at 4:20 PM

Ok. I understood the pay down and you not being able to do it.

After our call I asked Capfund to restart your funding. I thought someone would reach out to you during the day today. I believe they will get you somewhere around \$20K with your cards as they currently are. We can wait and see what they can do and then you can make up your mind. I'm sure it will be fine.

Please let me know if I can help any further.

Best,  
Ross

Case: 1:18-cv-00192 Document #: 1-10 Filed: 01/10/18 Page 6 of 16 PageID #:43

~  
Ross Weber

www.MovingtoDR.com

[Quoted text hidden]

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nancy vinca <dunglao.nancy@gmail.com>  
To: Ross Weber <Ross@movingtodr.com>

Mon, Jul 25, 2016 at 10:16 AM

I'm not exactly sure what going now.  
I prefer to get my \$1,000 refund.  
Nancy Vinca  
[Quoted text hidden]

---

nancy vinca <dunglao.nancy@gmail.com>  
To: Ross Weber <Ross@movingtodr.com>

Mon, Jul 25, 2016 at 1:41 PM

Ross,  
Am I going to get any response from you today?  
I want my refund of \$1,000. let me know how long I can get my refund.  
Nancy Vinca :(

[Quoted text hidden]

---

Ross Weber <Ross@movingtodr.com>  
To: nancy vinca <dunglao.nancy@gmail.com>

Mon, Jul 25, 2016 at 1:50 PM

Hi Nancy,

I have been traveling all morning and just got your emails...

I sent the refund request to Adam a few minutes ago. He said he would return the money to your card.

Best,  
Ross

~  
Ross Weber

www.MovingtoDR.com

[Quoted text hidden]

---

nancy vinca <dunglao.nancy@gmail.com>  
To: Ross Weber <Ross@movingtodr.com>

Mon, Jul 25, 2016 at 2:43 PM

Thank you!  
Nancy Vinca  
[Quoted text hidden]

---

nancy vinca <dunglao.nancy@gmail.com>  
To: Ross Weber <Ross@movingtodr.com>

Sun, Aug 14, 2016 at 2:02 PM

To Ross,  
I'm really so confused in very bad situation.

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In my understanding, Capfunding is the loan company that the FBA store use to process loan for prospective member to be.

I receive a bill a very huge bill from Capfunding of \$3,000.

You are supposed to process the loan for the Gold membership which I have to cancel due to unexpected medical bills.

The Capfunding loan and Gold membership should have been cancel at the same time.

I received several credit cards under my name which I never applied or approved.

The three credit companies were notified for fraudulent processing of the several credit cards.

Today, I received email from Jason from Capfunding and saw the several credit cards that were mailed to me.

Everything were not approved by me. Since my understanding that I have to pay off the \$2,0000+ in order to get approve by CapFunding.

These big problems causing to aggravate my health issues.

The main reason why I attended Chris Bowser FBA workshop for \$997, is for me to work part time due to my health problem

So much regrets, I should have listen to GOD'S whisper. :( :( :(

Hope you will response to this email ASAP or I need to call you.

Nancy Vinca

[Quoted text hidden]

---

Ross Weber <Ross@movingtodr.com>  
To: nancy vinca <dunglao.nancy@gmail.com>

Sun, Aug 14, 2016 at 2:17 PM

Hey Nancy!

Great to hear from you. Yes, my understanding was that you had canceled and I believe I let CapFund know about that. I just sent an email to my contact at Capfund. He said he would ask someone to reach out to you tomorrow.

If you are still interested in getting rolling with FBA Stores, you have been approved for plenty of funding to do it... and have product in your store. I'll see if Adam will let you have the same deals as the weekend of the event and we can get you some product in your store super quick.

Just let me know. (Also- follow up with me once you speak with Capfund. They are good people so don't let it stress you out.)

Thanks,  
Ross

~

Ross Weber

www.MovingtoDR.com

[Quoted text hidden]

---

nancy vinca <dunglao.nancy@gmail.com>  
To: Ross Weber <Ross@movingtodr.com>

Mon, Aug 15, 2016 at 10:28 AM

I'm super stress right now that I not supposed to pay \$3,000. I don't have that fund.

I trying hard to work my Amazon and still struggling navigating thru Amazon seller account pages.

I don't understand why they got several credit cards w/o my knowledge? It was supposedly only for the \$9,000+ loan only.

Nancy Vinca

[Quoted text hidden]

---

nancy vinca <dunglao.nancy@gmail.com>  
To: Ross Weber <Ross@movingtodr.com>

Mon, Aug 15, 2016 at 10:34 AM

just got this email from Brian Sciara :(

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nancy vinca <dunglao.nancy@gmail.com>

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**Funding - Status Update**

11 messages

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**Brian Sciara** <brian@capfundfinancial.com>  
To: dunglao.nancy@gmail.com

Fri, Aug 12, 2016 at 6:35 PM

Having trouble viewing this email? [Click here](#)



---

Dear Nancy,

We will send you status updates as we secure funding for you.  
You have been approved for a new line.

Your total funding to date is: **\$28,300.00**

We will keep you posted as further approvals come in.

Thank you.

Brian Sciara

CapFund Financial  
direct 702.749.4060  
facsimile 702.425.9662  
[www.capfundfinancial.com](http://www.capfundfinancial.com)

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nancy vinca <dunglao.nancy@gmail.com>

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## Invoice | Vinca

2 messages

**Billing Dept** <billing@capfundfinancial.com>  
To: dunglao.nancy@gmail.com  
Cc: Jason Sclara <jason@capfundfinancial.com>

Fri, Aug 12, 2016 at 6:35 PM

Nancy,

Attached you will find our invoice reflecting your aggregated funding amount. Please advise me if you would like us to charge the card on file, or draft payment from one of the newly established lines. If the latter, please fill out the attached credit card authorization form, as well as provide a copy of the front and back of the card.

Please note that once payment is received your file will then be transferred to our liquidation process.

Thank you in advance.

—

Billing Department

CapFund Financial  
main 855.826.8575  
facsimile 702.425.9662  
www.capfundfinancial.com

---

### 2 attachments



**CapFund Invoice \_ Vinca.pdf**  
65K



**Credit Card Authorization Form.pdf**  
86K

---

**nancy vinca** <dunglao.nancy@gmail.com>  
To: Billing Dept <billing@capfundfinancial.com>

Sun, Aug 14, 2016 at 8:41 AM

to whom it may concern,  
I did not approve the loan for cap financial and I did not receive any final approval paperwork.  
I'm not responsible the charges mentioned.  
Nancy Vinca  
[Quoted text hidden]

Case: 1:18-cv-00192 Document #: 1-10 Filed: 01/10/18 Page 10 of 16 PageID #:47

Best,  
Ross

nancy vinca <dunglao.nancy@gmail.com>

Jul  
25

to Ross

I'm not exactly sure what going now.  
I prefer to get my \$1,000 refund.

nancy vinca <dunglao.nancy@gmail.com>

Au  
9  
14

to Ross

To Ross,  
I'm really so confused in very bad situation.  
In my understanding, Capfunding is the loan company that the FBA store use to process loan for prospective member to be.  
I receive a bill a very huge bill from Capfunding of \$3,000.  
You are supposed to process the loan for the Gold membership which I have to cancel due to unexpected medical bills.  
The Capfunding loan and Gold membership should have been cancel at the same time.  
I received several credit cards under my name which I never applied or approved.  
The three credit companies were notified for fraudulent processing of the several credit cards.  
Today, I received email from Jason from Capfunding and saw the several credit cards that were mailed to me. Everything were not approved by me. Since my understanding that I have to pay off the \$2,0000+ in order to get approve by CapFunding.  
These big problems causing to aggravate my health issues.  
The main reason why I attended Chris Bowser FBA workshop for \$997, is for me to work part time due to my health problem  
So much regrets, I should have listen to GOD'S whisper. :( :( :(  
Hope you will response to this email ASAP or I need to call you.

nancy vinca <dunglao.nancy@gmail.com>

Au  
9  
23

to Ross

Thank you for your respond. Being the representative and the direct contact I have to have this communication with you. However, Who is the right person I should talk to with CapFund, I will explain them why I decided to cancel and how did it went through without considering the "Condition for Approval"

I appreciate you giving me this.

Case: 1:18-cv-00192 Document #: 1-10 Filed: 01/10/18 Page 11 of 16 PageID #:48

Hello Nancy,

We were never notified of your cancellation. Furthermore, it would have been your responsibility to submit your cancellation directly to our company. However, I'd like to connect with you in the upcoming week to discuss a solution. Please let me know when you are available.

Sincerely,  
Brian Scara  
[Quoted text hidden]

---

Ross Weber <Ross@movingtodr.com>  
To: nancy vinca <dunglao.nancy@gmail.com>

Mon, Aug 15, 2016 at 11:04 AM

Hey Nancy,

I thought we were very clear on what CapFund did—open credit lines with 0% interest for a minimum of 12 months. You signed a pretty detailed agreement to allow them to get you the credit lines, and we explained their fees... If I recall correctly, the reason you decided not to move forward with FBA Stores was because you did not think you would get the funding. Well, it looks like CapFund did exactly what they told you they would do.

Brian is a good guy. Rather than stress about this go ahead and talk with him and get it figured out.

I am also happy to help you get started with FBA and get you a coach who can help you get product loaded into your store and help you get things rolling. Just let me know that you want to do it. It sounded like CapFund got you quite a bit of funding so you would have funds to get a lot of help, as well as product to get your store started out right, if that is what you want to do.

Let me know if I can help any further.

Best,  
Ross

~  
Ross Weber

[www.MovingtoDR.com](http://www.MovingtoDR.com)

[Quoted text hidden]

---

nancy vinca <dunglao.nancy@gmail.com>  
To: Ross Weber <Ross@movingtodr.com>

Tue, Aug 23, 2016 at 6:39 AM

Currently in a lot of stress!!! Why did you not inform CapFunding that I cannot meet the condition of approval? Why did you explain to me of the \$3,000 plus several credit cards? Why did you advise me that I need to call or send a written letter that the loan is cancel? Why did you explain to me that Capfunding is not part of FBA store? Why did not mentioned Brian name to me when I left after the workshop? No formal letter was received from Capfunding. No clear legal explanations. So frustrated. I not a rich person. I don't have \$3,000 that I'm not actually approved. What happened??? Please explain. Nancy Vinca :( cannot concentrate w/ my Amazon Business. closed it.

May God peace & mercy be w/ you,

Nancy Vinca

[Quoted text hidden]

Case: 1:18-cv-00192 Document #: 1-10 Filed: 01/10/18 Page 12 of 16 PageID #:49

[Quoted text hidden]

Brian Sclara

CapFund Financial  
direct 702.749.4060  
facsimile 702.425.9662  
www.capfundfinancial.com

---

nancy vinca <dunglao.nancy@gmail.com>

Mon, Aug 15, 2016 at 2:05 PM

To: Brian Sclara <brian@capfundfinancial.com>, Ross Weber <Ross@movingtodr.com>

Hi,

Please the attached email to Ross dated July, 18,2016. because of my hospatlization, I was not able to open my email from either any of you. I have a copy of "Conditions of Approval" that I still have to pay a certain amount to my chase credit which I was not able to pay. So how did I got approved since I did not confirm to Ross about my payment. Please pay attention to the attached copy of my email to Ross.

I just felt something is not right to this transaction made by Ross without my confirmation.

I would greatly appreciate you solving this matter in a right way.

[Quoted text hidden]

---

**2 attachments**

 nancy vinca 8-15-16.docx  
14K

 nancy vinca 8-19-16.docx  
16K

---

nancy vinca <dunglao.nancy@gmail.com>

Sat, Aug 20, 2016 at 8:20 AM

To: Brian Sclara <brian@capfundfinancial.com>, Ross Weber <Ross@movingtodr.com>

Brian, you not supposed to charge my credit card with the amount of \$3,000. This is really becomes a very big issue. I will talk to my lawyer in regards to this. The loan was not approve due to unable to pay the \$2,000+. No final notice was made.

Nancy Vinca :((( I have so many medical bills to pay and more surgery.

[Quoted text hidden]

---

nancy vinca <dunglao.nancy@gmail.com>

Sat, Aug 20, 2016 at 11:35 AM

To: Brian Sclara <brian@capfundfinancial.com>, Ross Weber <Ross@movingtodr.com>

: ( : ( : ( : ( In prayers

[Quoted text hidden]

---

Brian Sclara <brian@capfundfinancial.com>

Sat, Aug 20, 2016 at 12:57 PM

To: nancy vinca <dunglao.nancy@gmail.com>

Hello Again Nancy,

I am sorry to hear you were in the hospital and I hope your are feeling better. But please see our perspective on the situation. We received an executed agreement from you, with authorization to process our payment when our services were rendered. My team worked on your file for weeks and was never informed that you wanted to cancel our agreement/service. It was after we had completed our services and notified you of payment being due, when you first told us you didn't want to fulfill your contract with CapFund. Since then, I have asked you a couple of times to speak with me over the phone in hopes for us to rectify the situation, but you have not returned my phone calls. At this point,



Case: 1:18-cv-00192 Document #: 1-10 Filed: 01/10/18 Page 13 of 16 PageID #:50

we are unwilling to refund your payment, because our services have already been completed. However, I am open to a partial refund or discount. In addition, we would also like to show you how to properly utilize the credit lines we established, where I could benefit you and your current situation.

Sincerely,

Brian Sclara

[Quoted text hidden]

---

nancy vinca <dunglao.nancy@gmail.com>  
To: Brian Sclara <brian@capfundfinancial.com>

Tue, Aug 23, 2016 at 6:14 AM

Ross Weber should have notify your of my cancellation of the loan & membership from FBA. No formal mail received regarding the process of Capfunding loan. I did not received any phone call from your company or voice messages. Ross Weber did not clearly explained to me about capfunding. In my mind, a loan to be processed only for the amount of \$9,000 plus. There is a condition of approval from CapFunding to be met in order to get approved. I told Ross Weber, that I don't have fund to pay the require amount to get approve.

In my understanding that your also have this copy of Condition of Approval from your company. I called all the credit cards that I received to close the accounts. I should have received a letter in the mail, which most loan company does, about finalizing the loan. I don't need extra credits. I'm not aware I'm going to get these credit cards. Before these was done, you should have follow up w/ Ross Weber. No clear explanation of everything. Ross Weber was the one who access CapFunding. My job being affecting due to this serious issue, I cannot afford to have extra expenses. I cancel my Amazon business.

Nancy Vinca :(

[Quoted text hidden]

---

nancy vinca <dunglao.nancy@gmail.com>  
To: Brian Sclara <brian@capfundfinancial.com>

Tue, Aug 23, 2016 at 6:16 AM

again, I did not received any phone calls from you or your company or voicemail

[Quoted text hidden]

Case: 1:18-cv-00192 Document #: 1-10 Filed: 01/10/18 Page 14 of 16 PageID #:51

Hello Nancy,

We were never notified of your cancelation. Furthermore, it would have been your responsibility to submit your cancelation directly to our company. However, I'd like to connect with you in the upcoming week to discuss a solution. Please let me know when you are available.

Sincerely,  
Brian Sciara  
[Quoted text hidden]

---

Ross Weber <Ross@movingtodr.com>  
To: nancy vinca <dunglao.nancy@gmail.com>

Mon, Aug 15, 2016 at 11:04 AM

Hey Nancy,

I thought we were very clear on what CapFund did—open credit lines with 0% interest for a minimum of 12 months. You signed a pretty detailed agreement to allow them to get you the credit lines, and we explained their fees... If I recall correctly, the reason you decided not to move forward with FBA Stores was because you did not think you would get the funding. Well, it looks like CapFund did exactly what they told you they would do.

Brian is a good guy. Rather than stress about this go ahead and talk with him and get it figured out.

I am also happy to help you get started with FBA and get you a coach who can help you get product loaded into your store and help you get things rolling. Just let me know that you want to do it. It sounded like CapFund got you quite a bit of funding so you would have funds to get a lot of help, as well as product to get your store started out right, if that is what you want to do.

Let me know if I can help any further.

Best,  
Ross

~  
Ross Weber

[www.MovingtoDR.com](http://www.MovingtoDR.com)

[Quoted text hidden]

---

nancy vinca <dunglao.nancy@gmail.com>  
To: Ross Weber <Ross@movingtodr.com>

Tue, Aug 23, 2016 at 6:39 AM

Currently in a lot of stress!!! Why did you not inform CapFunding that I cannot meet the condition of approval? Why did you explain to me of the \$3,000 plus several credit cards? Why did you advise me that I need to call or send a written letter that the loan is cancel? Why did you explain to me that Capfunding is not part of FBA store? Why did not mentioned Brian name to me when I left after the workshop? No formal letter was received from Capfunding. No clear legal explanations. So frustrated. I not a rich person. I don't have \$3,000 that I'm not actually approved. What happened??? Please explain. Nancy Vinca :( cannot concentrate w/ my Amazon Business. closed it.

May God peace & mercy be w/ you,

Nancy Vinca

[Quoted text hidden]

---

Ross Weber <Ross@movingtodr.com>  
To: nancy vinca <dunglao.nancy@gmail.com>

Tue, Aug 23, 2016 at 9:21 AM

Case: 1:18-cv-00192 Document #: 1-10 Filed: 01/10/18 Page 15 of 16 PageID #:52

Hi Nancy!

I'm sorry you have so much stress. I don't understand why you are trying to blame me. I was very up front with you when we met at the event and with the process with a third party who sources funds for clients—CapFund... You signed a detailed contract with CapFund and were given a copy of that. You were told that they sourced credit lines for you and that the credit lines would be 0% for a minimum of 12 months. You were also told exactly what they charged and signed a contract saying the same thing.... I don't understand how you are now saying something completely different...

When we spoke on the phone after the event I told you that CapFund had already gone to work for you getting applications submitted and that as far as FBA Stores went I was happy to get that canceled (and your deposit refunded) but that you would need to work with CapFund on cancelling with them. I did forward your request to them but I'm not in control of that process. I know CapFund does a great job and did exactly what they told you they would do for you—Sourced a pretty significant amount of funding at 0%— enough in fact that you could have a pretty solid store up and running, had you chose to continue with Amazon...

In any event, I only have the best thoughts and wishes for you. I'm sorry that you are feeling so stressed... In the end you need to be the one who decides what you are going to do. I'm happy to help you with FBA if you like, and can make sure they get your store ramped real fast if you want... Just let me know.

Best,  
Ross

~  
Ross Weber

[www.MovingtoDR.com](http://www.MovingtoDR.com)

[Quoted text hidden]

---

nancy vinca <[dunglao.nancy@gmail.com](mailto:dunglao.nancy@gmail.com)>  
To: Ross Weber <[Ross@movingtodr.com](mailto:Ross@movingtodr.com)>

Tue, Aug 23, 2016 at 2:03 PM

Thank you for your respond. Being the representative and the direct contact I have to have this communication with you. However, Who is the right person I should talk to with CapFund, I will explain them why I decided to cancel and how did it went through without considering the "Condition for Approval"

I appreciate you giving me this.

Nancy Vinca  
[Quoted text hidden]

Case: 1:18-cv-00192 Document #: 1-10 Filed: 01/10/18 Page 16 of 16 PageID #:53

CapFund Financial  
2654 W Horizon Ridge Parkway  
Suite B5  
Henderson, Nevada 89052  
United States  
(866) 826-8676

If you no longer wish to receive our emails, click the link below:  
Unsubscribe

Delivered by:  
**Infusionsoft.**

---

nancy vinca <dunglao.nancy@gmail.com>  
To: Brian Sclara <brian@capfundfinancial.com>

Sun, Aug 14, 2016 at 2:08 PM

Brian,  
This loan should have been cancelled by Ross Weber.  
I did not further pursue the Gold membership from FBA store.  
The loan from Capfunding and Gold membership should have been cancelled all together a month ago.  
Nancy Vinca  
[Quoted text hidden]

---

Brian Sclara <brian@capfundfinancial.com>  
To: nancy vinca <dunglao.nancy@gmail.com>

Sun, Aug 14, 2016 at 2:47 PM

Hello Nancy,

We were never notified of your cancelation. Furthermore, it would have been your responsibility to submit your cancelation directly to our company. However, I'd like to connect with you in the upcoming week to discuss a solution. Please let me know when you are available.

Sincerely,  
Brian Sclara

[Quoted text hidden]

---

nancy vinca <dunglao.nancy@gmail.com>  
To: Brian Sclara <brian@capfundfinancial.com>

Mon, Aug 15, 2016 at 10:30 AM

Ross Weber never told me it's my responsibility since he was the one talking to you.  
Never got any update from Ross. Just missed this email due to my hospitalization.  
Nancy V  
[Quoted text hidden]

---

Brian Sclara <brian@capfundfinancial.com>  
To: nancy vinca <dunglao.nancy@gmail.com>

Mon, Aug 15, 2016 at 11:49 AM

Nancy,

With all due respect, it's outlined in the agreement your signed with our company. However, I'd like to connect with you in order to discuss a solution. Are you available today, if so what time works best?





**Px. 84 Complaint Filed in FBA Stores, LLC v. Jerry  
Johnson et al., 17CV312081  
(Cal. Super. Ct. Santa Clara County filed June 21, 2017)**

KAUFHOLD GASKIN LLP  
STEVEN S. KAUFHOLD, ESQ. (SBN 157195)  
Email: [SKaufhold@KaufholdGaskin.com](mailto:SKaufhold@KaufholdGaskin.com)  
QUYNH K. VU, ESQ. (SBN 286631)  
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388 Market St., Suite 1300  
San Francisco, CA 94111  
Telephone: 415-445-4620  
Facsimile: 415-874-1071

Attorneys for Plaintiff  
FBA Stores, LLC

FILED  
JUN 21 2017  
CLERK OF THE COURT  
COUNTY OF SANTA CLARA  
BY *[Signature]* DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

**17 CV 312081**

FBA STORES, LLC,

Plaintiff,

v.

JERRY JOHNSON; ROXANNE YOUNG;  
TIFFANY WANG; FBA VA USA, LLC and  
DOES 1-20,

Defendants.

Case No.:

COMPLAINT FOR:

1. MISAPPROPRIATION OF TRADE SECRETS
2. BREACH OF CONTRACT
3. BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

JURY TRIAL REQUESTED

**BY FAX**



1 Plaintiff FBA Stores, LLC, ("FBA Stores") for its Complaint against Jerry Johnson,  
2 Roxanne Young, Tiffany Wang, FBA VA USA and Does 1-20, (collectively, "Defendants")  
3 hereby alleges:

4 INTRODUCTION

5 1. This action arises from the misdeeds of a former FBA Stores employee and others  
6 who conspired amongst themselves to misappropriate trade secrets from Plaintiff FBA Stores  
7 and to use those trade secrets to form a deceptively-named company – Defendant FBA VA USA  
8 – to improperly and unlawfully siphon customers and business from FBA Stores. Defendants  
9 stole customer lists and customer contact information from FBA Stores – comprising literally  
10 thousands of individuals in California and throughout the Country – notwithstanding contractual  
11 obligations not to do so. Defendants then misused trade secrets to contact and recruit paying  
12 clients in California and elsewhere to their new business and also used Defendant Wang, a  
13 California resident, as a conduit to misuse the stolen lists and contact information to funnel  
14 disgruntled customers and former customers to her personal attorney in Santa Clara County.  
15 This action was taken by Defendants to divert attention from their own wrongdoing and in an  
16 attempt to bury FBA Stores in meritless litigation while FBA VA USA hurried to use the  
17 misappropriated trade secrets to steal as many paying FBA Stores customers in California and  
18 throughout the Country as possible before being discovered.

19 THE PARTIES

20 2. Plaintiff FBA Stores, LLC is a Nevada corporation with operations in California  
21 and across the Country.

22 3. Defendant Jerry Johnson is a resident of Nevada and, through his company  
23 Defendant FBA VA USA, LLC, he conducts business in California and across the Country.

24 4. Defendant Roxanne Young is a resident of Hawaii and, through her company  
25 Defendant FBA VA USA, LLC, she conducts business in California and across the Country.

26 5. Defendant Tiffany Wang is a resident of California, residing in Santa Clara  
27 County.  
28



1 and misused relate to Santa Clara County and because Defendant Wang is a resident of Santa  
2 Clara County.

3 **FACTS GIVING RISE TO ALL CLAIMS FOR RELIEF**

4 **FBA Stores' Business and Defendants' Involvement in the Business**

5 11. FBA Stores is an entrepreneurial company that provides customers with  
6 education tools, training coaching and strategy to assist and train students in developing their  
7 own Amazon store(s).

8 12. FBA Stores' customers – comprised of entrepreneurs interested in establishing  
9 online stores and established online sellers – pay FBA Stores for training consulting coaching  
10 and advice.

11 13. Defendant Jerry Johnson was employed by FBA Stores and, in that capacity, had  
12 access to FBA Store's confidential business information and customers.

13 14. Defendant Roxanne Young was an FBA Stores customer, who from time to time  
14 assisted FBA Stores with customers in Hawaii. Defendant Roxanne Young continued to work  
15 with FBA Stores and obtain information from FBA Stores while conspiring with Defendant  
16 Johnson. Defendant Young had full knowledge of Defendant Johnson's plan to take FBA  
17 Stores' trade secrets.

18 15. Defendants Johnson and Young conspired and formed Defendant FBA VA USA,  
19 LLC while Defendant Johnson was working for FBA Stores and Defendant Young was  
20 ostensibly assisting FBA Stores with customer retention.

21 16. Defendant Tiffany Wang is a disgruntled former customer who conspired with  
22 Defendant Johnson during his employment with FBA Stores regarding ways to improperly shift  
23 business expenses from her own business to FBA Stores, to have Defendant Johnson provide her  
24 with unauthorized tax documents and, eventually, to misuse the misappropriated trade secrets to  
25 funnel FBA Stores customers to her personal attorney in San Jose in order to harm FBA Stores.  
26 On information and belief, Defendants contacted customers in California inducing them to seek  
27 refunds from FBA Stores so that the customers could become customers of FBA VA USA, LLC  
28 using FBA Stores trade secrets.

1           17.     The FBA Stores trade secrets presently at issue here consist of a confidential list  
2 of thousands of current and past FBA Stores customers from California and across the Country  
3 with their confidential contact information (the "Trade Secrets"). These Trade Secrets are vital  
4 to the operations of FBA Stores as they facilitate the delivery of current services and products  
5 and also permit the company to market future services and products to customers.

6           18.     The Trade Secrets were developed and amassed by FBA Stores at considerable  
7 cost and effort since the company's founding in 2009.

8           19.     FBA Stores takes commercially-reasonable technological and contractual steps to  
9 protect the confidentiality of the Trade Secrets. The Trade Secrets are not available to the  
10 general public and are instead protected by computer technology. Nor are the Trade Secrets  
11 made available to all company employees. Employees permitted access to the Trade Secrets,  
12 such as Defendant Johnson, are placed under a contractual obligation not to misappropriate or  
13 disclose the Trade Secrets.

14 Defendants' Misappropriation and Misuse of the Trade Secrets

15           20.     While working with FBA Stores, Defendant Johnson conspired with Defendant  
16 Young regarding the possibility of launching a competing business but instead of competing  
17 fairly and lawfully, they decided to take an impermissible and illegal shortcut by stealing the  
18 FBA Stores Trade Secrets and using them to both solicit existing FBA Stores customers and to  
19 direct certain disgruntled customers through Defendant Wang in California to her personal San  
20 Jose-based attorney. Defendant Johnson illegally and unlawfully downloaded FBA Stores'  
21 entire database of Trade Secrets and from that created a spreadsheet containing all of the stolen  
22 Trade Secrets. Needless to say, Defendant Johnson had no lawful basis to download the Trade  
23 Secrets, much less to create his own spreadsheet containing the stolen Trade Secrets.

24           21.     After stealing the Trade Secrets, Defendants Johnson, Young and FBA VA USA  
25 used the Trade Secrets to contact and solicit FBA Stores customers.

26           22.     Defendants, including Defendant Wang, also misused the Trade Secrets to  
27 undermine FBA Stores' customer service efforts with its own customers and to encourage these  
28

1 customers to file meritless claims against FBA Stores through Defendant Wang's personal  
2 attorney in San Jose.

3 The Conspiracy Against FBA Stores

4 23. Defendants agreed among themselves to misappropriate the Trade Secrets from  
5 FBA Stores and to use the Trade Secrets to benefit themselves and to harm FBA Stores.

6 24. Each of Defendants Young, Wang and FBA VA USA was aware of Defendant  
7 Johnson's plan to misappropriate the Trade Secrets and each of them agreed with the plan and  
8 intended that it be carried out.

9 25. Each Defendant has played a significant role in the misuse of the Trade Secrets,  
10 with Defendants Johnson and Young exploiting the Trade Secrets to illegally solicit customers to  
11 Defendant FBA VA USA and all Defendants, including Defendant Wang, misusing the Trade  
12 Secrets to undermine FBA Stores' customer service efforts and foment meritless litigation  
13 against the company.

14 26. In sum, each of the Defendants agreed to and participated in the conspiracy to  
15 misappropriate and misuse the Trade Secrets and FBA Stores has suffered significant damage as  
16 a result.

17 27. Both contemporaneous correspondence among the Defendants, as well as the  
18 facts and circumstances, indicate that Defendants acted with malice, fraud and oppression against  
19 FBA Stores and that such actions subject them to punitive damages, in an amount to be  
20 determined under state law.

21 CLAIMS FOR RELIEF

22 FIRST CLAIM

23 Misappropriation of Trade Secrets, violation of California Uniform Trade Secrets Act, Civil  
24 Code section 3426 *et seq.*  
(Against all Defendants)

25 28. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1-27  
26 as though fully set forth herein.

27 29. The Trade Secrets derive independent value – both to FBA Stores and others –  
28 from their use and potential use in business for marketing and customer service purposes.

1           30.     FBA Stores took actions reasonable under the circumstances to maintain the  
2     secrecy and confidentiality of the Trade Secrets.

3           31.     Defendants misappropriated the Trade Secrets through improper means within the  
4     meaning of California law. Specifically, the Trade Secrets were stolen using electronic means at  
5     a time when Defendants had no right to do so and the Trade Secrets were contractually protected  
6     from disclosure and misuse.

7           32.     Each of the Defendants knew that the Trade Secrets had been acquired by  
8     improper means and that none of Defendants had express or implied consent from FBA Stores to  
9     use or disclose the Trade Secrets.

10          33.     Defendants each have knowingly misused the Trade Secrets to benefit  
11     themselves, to harm FBA Stores, or both.

12          34.     Defendants' misuse of the Trade Secrets is ongoing and will continue unless  
13     stopped by the Court.

14          35.     As a result of Defendants' misconduct FBA Stores has suffered, and continues to  
15     suffer, significant damages in an amount in excess of the jurisdictional limit of this Court and to  
16     be proven at trial.

17          36.     Each act alleged herein was performed, condoned, acquiesced in, or ratified by  
18     Defendants. The acts done herein were done maliciously, fraudulently, and oppressively, with  
19     the wrongful intention of hurting FBA Stores and Defendants acted with an improper and evil  
20     motive amounting to malice, in conscious disregard for the rights of FBA Stores and thus an  
21     award of exemplary and punitive damages is justified.

22                                 SECOND CLAIM

23                                 Breach of Contract

24                                 (Against Defendant Jerry Johnson)

25          37.     Plaintiff realleges and incorporates by reference the allegations in paragraphs 1-36  
26     as though fully set forth herein.

27          38.     Defendant Johnson has a written contractual obligation against disclosure of the  
28     Trade Secrets in connection with his employment with FBA Stores.



- 1           1)     Injunctive relief, including a preliminary and permanent injunction enjoining
- 2     restraining Defendants from further disclosure and misuse of the Trade Secrets as described
- 3     herein;
- 4           2)     Damages, including compensatory, statutory, restitution, disgorgement of profits
- 5     and unjust enrichment from Defendants;
- 6           3)     Exemplary and punitive damages;
- 7           4)     Statutory attorney fees and costs for misappropriation of trade secrets, to the
- 8     extent permitted by law;
- 9           5)     Pre- and post-judgment interest; and
- 10           6)     Such other relief as the Court may deem just and proper.

11

12                                   JURY DEMAND

13     Plaintiff requests this case be tried to a jury on all issues triable by a jury.

14

15

16                                   Dated this 21th of June, 2017

17                                     
18                                   KAUFHOLD GASKIN LLP  
19                                   Steven S. Kaufhold

20                                   Attorneys for Plaintiff FBA Stores,  
21                                   LLC

22

23                                   THE FOREGOING INSTRUMENT IS  
24                                   A CORRECT COPY OF THE ORIGINAL  
25                                   ON FILE IN THIS OFFICE

26                                   JAN 29 2018

27                                   Clerk of the Court  
28                                   SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA  
BY 



J. Rodriguez





**Px. 85 Complaint Filed in Amazon.com Inc. v. FBA  
Stores, LLC et al., No. 2:17cv1830  
(W.D. Wash. filed Dec. 6, 2017)**

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UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware  
corporation,

Plaintiff,

v.

FBA STORES, LLC, a limited liability  
company; FBA DISTRIBUTORS, LLC, a  
limited liability company; FBA  
ADVANTAGE, LLC, a limited liability  
company; AWS, LLC, a limited liability  
company; ONLINE AUCTION LEARNING  
CENTER, INC., a corporation;  
CHRISTOPHER BOWSER, an individual;  
ADAM BOWSER, an individual; and DOE  
Companies 1 – 20,

Defendants.

CASE NO.

COMPLAINT

Defendants Christopher and Adam Bowser are con-artists who prey on people hoping to become sellers on Amazon.com. Through their entities FBA Stores, LLC and AWS, LLC, and a web of related entities and websites, the Bowsers lure people to seminars that purportedly offer inside information about, and special access to, Amazon's systems. The Bowsers attract victims in part by deceitfully suggesting that they are affiliated with, or somehow sponsored or sanctioned by, Amazon; indeed, the names "FBA Stores, LLC" and "AWS, LLC" both illegally trade on

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**PLAINTIFF'S  
EXHIBIT**

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1 Amazon trademarks and falsely suggest some connection to Amazon. When the Bowsers' victims  
2 attend these seminars, they are duped into paying tens of thousands of dollars by false promises of  
3 unrealistic profits they will earn as Amazon sellers. The Bowsers do not and cannot deliver on  
4 their false promises because they have no special information about Amazon and no way to offer  
5 consumers any advantage as Amazon sellers; worse yet, the Bowsers actively mislead consumers  
6 about Amazon's systems and what is permissible under Amazon's selling policies. When the  
7 Bowsers' victims realize they have been duped (as many eventually do), the Bowsers refuse to  
8 return those victims' money.

9 The Bowsers' scheme has been disturbingly successful and has already harmed hundreds  
10 or even thousands of would-be entrepreneurs. It has also harmed Amazon and its trust and  
11 goodwill with customers, as many of the Bowsers' victims continue to believe that Amazon is  
12 somehow affiliated with, or approves of, this scam. Amazon brings this lawsuit to protect its  
13 customers from the Bowsers' unscrupulous and illegal conduct, and to dispel any confusion about  
14 Amazon's affiliation (or lack thereof) with the Bowsers, FBA Stores, or their affiliates.

## 15 I. INTRODUCTION

16 1. This is a case about two con-men and their companies that trade on the Amazon  
17 name to convince thousands of people around the country to sign up for their "selling on Amazon"  
18 training programs and to buy their wholesale products to sell on Amazon.com. Posing as Amazon  
19 in aggressive marketing campaigns, they pitch a get-rich-quick scheme to hopeful entrepreneurs  
20 wanting to learn how to join Amazon's third-party seller program.

21 2. In their costly training workshops, Defendants teach their "students" (as the  
22 Bowsers euphemistically call them, rather than victims) how to set up an Amazon seller account  
23 and how to increase their sales, in part by violating Amazon's seller policies. With exaggerated  
24 promises of guaranteed profits, Defendants then sell to their students products that are often  
25 overpriced, mislabeled and/or counterfeit, which Defendants then list for sale on Amazon.com and  
26 make available to Amazon's customers on behalf of Defendants' students. Defendants' conduct

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1 damages Amazon's third-party seller ecosystem, undermines the trust of Amazon's customers, and  
2 tarnishes Amazon's brand and reputation.

3 **A. Amazon, Its Third-Party Seller Program, and Its "FBA" Service.**

4 3. Since opening its virtual doors on the World Wide Web in July 1995, Amazon.com  
5 has become one of the most trusted consumer brands in the world. Each day, millions of  
6 consumers use Amazon's website to purchase a wide range of products across dozens of product  
7 categories from Amazon and its authorized third-party sellers. The Amazon brand allows  
8 customers to shop with confidence online regardless of whether the products are offered directly  
9 by Amazon or through its third-party sellers.

10 4. Amazon has been able to attract third-party sellers to its ecommerce marketplace  
11 largely as a result of the brand recognition, reputation, and customer goodwill it has worked  
12 diligently to develop and enhance over the years. Amazon's third-party seller program provides  
13 registered sellers ("Amazon Sellers" or "Sellers") access to Amazon's customer-base and other  
14 significant benefits. In turn, their participation in the Amazon marketplace and the wider array of  
15 products they offer expands Amazon's online catalog and drives down prices, ultimately  
16 increasing consumer options and enhancing the customer experience.

17 5. To ensure that customers receive competitive prices, quality products, and excellent  
18 customer service, regardless of product source, Amazon has developed a uniform set of contract  
19 terms, conditions, policies and guidelines that govern Seller activities. Seller compliance with  
20 these terms is an important part of maintaining Amazon's brand, customer goodwill, and a  
21 consistent consumer experience.

22 6. Amazon offers Sellers the option of fulfilling orders through its FBA – "Fulfillment  
23 by Amazon" – service.<sup>1</sup> With the FBA service, Sellers can ship their products to one of the many  
24 Amazon fulfillment centers strategically located around the country and Amazon will pick, pack,

25  
26 <sup>1</sup> An overview of Amazon's FBA services is available at [https://services.amazon.com/fulfillment-by-amazon/benefits.htm/ref=asus\\_soa\\_gs\\_fba](https://services.amazon.com/fulfillment-by-amazon/benefits.htm/ref=asus_soa_gs_fba).

1 and ship these products to the end customer. Products offered through Amazon's FBA service are  
2 displayed with Amazon's Prime logo, indicating to customers that Amazon itself handles the  
3 shipping and customer service. Products shipped from Amazon's fulfillment centers are also  
4 eligible for Amazon Prime FREE Two-Day Shipping for Prime members and FREE Shipping for  
5 all customers. Amazon also provides customer service for these products, handling questions,  
6 complaints, returns, and refunds.

7 7. Prime members often prefer to buy products eligible for Amazon Prime FREE  
8 Two-Day Shipping. Many other customers also prefer to buy products for which Amazon handles  
9 the shipping and customer service.

10 8. For these and other reasons, Amazon's FBA service can be particularly valuable to  
11 new Sellers without a proven track record.

12 9. Amazon's FBA service also can be very attractive to smaller-scale Sellers seeking  
13 to scale their business and reach more customers. Amazon has no minimum product quantity for  
14 intake into its fulfillment centers, which provides a significant value proposition for Sellers with  
15 modest or fluctuating inventory. And Sellers using Amazon's FBA service are charged for the  
16 storage space they use and the orders that Amazon fulfills, providing a flexible, cost-effective, and  
17 simple fulfillment solution.

18 10. Amazon's FBA service addresses several significant barriers to the online  
19 marketplace faced by new and small-scale Sellers. In this way, Amazon's FBA service opens  
20 doors and creates opportunities, particularly for would-be entrepreneurs.

21 11. But with reduced barriers to market entry come inexperienced market entrants and,  
22 unfortunately, bad actors who take advantage of that inexperience.

23 **B. Defendants' Scheme to Exploit Amazon and Deceive Aspiring Amazon Sellers.**

24 12. Defendants Chris Bowser and his brother Adam Bowser, individually and through  
25 their co-Defendant network of affiliated companies, improperly exploit Amazon's name,  
26 intellectual property, and reputation to sell their get-rich-quick scheme to thousands of individual

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1 aspiring entrepreneurs around the country. These people often pay tens of thousands of dollars to  
 2 Defendants based on Defendants' false portrayal of an affiliation with Amazon, relying on these  
 3 misrepresentations to start a business using Amazon's FBA service. Because of Defendants'  
 4 improper guidance and other bad acts, these entrepreneurs often fail in their efforts, enriching only  
 5 the Defendants. Many of these entrepreneurs have complained to Amazon, mistakenly believing  
 6 that Amazon is associated with the Defendants.

7 13. Defendants' scheme includes, but is not limited to, the following misconduct:

- 8 • Using Amazon's trademarks without authorization as a central pillar of  
 9 their business model;
- 10 • Exploiting the Amazon brand to recruit "students" interested in becoming  
 11 Amazon Sellers;
- 12 • Persuading their students to pay for expensive workshops and training  
 13 programs based on exaggerated promises of special access to inside  
 14 Amazon information and guaranteed profits;
- 15 • Manipulating students' personal credit card applications so they can pay  
 16 for their costly products and services;
- 17 • Teaching their students to open multiple Seller accounts in violation of  
 18 Amazon's Seller policies;
- 19 • Instructing their students to obtain fraudulent product reviews in violation  
 20 of Amazon's Seller policies;
- 21 • Supplying fraudulent documentation to Amazon on behalf of their student  
 22 sellers to obtain approval to sell restricted product categories ("ungating");
- 23 • Selling to their students over-priced, mislabeled, and/or counterfeit  
 24 products; and
- 25 • Listing mislabeled and/or inauthentic products for sale on Amazon.com on  
 26 behalf of their students.

14. At the center of the scheme is the Bowers' company, Defendant FBA Stores, LLC  
 ("FBA-Stores"), whose name intentionally and confusingly implies a connection with Amazon  
 and its FBA service. Amazon does not yet fully understand the relationship between and among

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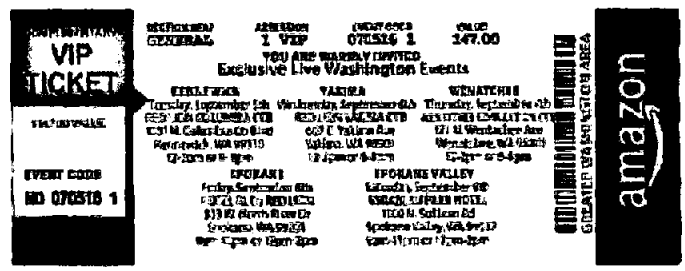
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the corporate Defendants or the products and services provided by each, as these relationships are obfuscated by Defendants. Amazon believes that some of the products and services described in this Complaint may be provided by entities owned, operated, or otherwise closely related to the named Defendants and, on that basis, has listed as additional Defendants DOE Companies 1–20.

15. As explained below, each of the corporate Defendants are owned, controlled, and/or managed by Chris Bowser and Adam Bowser. Individually and in combination, the Bowsers are the guiding force behind each of the corporate Defendants, whose activities are coordinated to exploit Amazon's trademarks as part of a common scheme to enrich themselves at Amazon's and their students' expense. The Bowsers are the central figures who drive the strategy of the enterprise and who authorize, direct and personally participate in the unlawful actions and activities of their companies alleged herein.

16. Multiple times each week in cities across the country, FBA-Stores hosts a free "LIVE Amazon Workshop" touted as a "once-in-a-lifetime opportunity" where "you will see how to: Get started selling on Amazon and Make \$5,000-\$10,000 in the next 30 days...Even if you have never sold anything online before[.]" FBA-Stores entices prospective Amazon Sellers to these workshops by plastering Amazon's logos on its mass marketing materials, effectively posing as Amazon. As part of a direct mail campaign, Defendants enclose "Complimentary VIP Tickets" to the presentation, which include *Amazon's trademarked logo* as the only indication of origin:



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1           17. In coordination and cooperation with its co-Defendants and at the Bowsers'  
2 direction, FBA-Stores uses these free presentations to convince the audience members to sign up  
3 for a follow-on 3-day workshop (at a cost of \$995) for additional training on how to sell products  
4 using Amazon's FBA service. Even after sitting through the free 2-hour presentation, a large  
5 percentage of those who sign up for the 3-day workshop continue to believe they are dealing  
6 directly with Amazon or at least a company endorsed or sponsored by Amazon. This confusion is  
7 intentional; it is a key part of Defendants' business plan and is reinforced with repeated exposure  
8 to signs and other materials prominently displaying Amazon's trademarks.

9           18. At the 3-day workshops, FBA-Stores "students" are shown how to register as  
10 Amazon Sellers, how to use Amazon's FBA service, and how to accept Amazon's standard  
11 contract terms and conditions for selling on Amazon.com.

12           19. But FBA-Stores students are also taught how to *violate* Amazon's terms and  
13 conditions, including by opening multiple seller accounts and obtaining fraudulent product  
14 reviews. Not only are they shown how to violate these terms in order to increase their sales,  
15 Defendants provide instruction on how to do so in ways expressly intended to avoid detection by  
16 Amazon. Upon information and belief, FBA-Stores is not honest or transparent about Amazon's  
17 selling policies, so many students are not aware that FBA-Stores is encouraging or facilitating  
18 conduct that violates Amazon's policies.

19           20. Amazon's terms and conditions prohibit Sellers from opening multiple accounts  
20 without authorization. Despite knowing this, Defendants explicitly show their students how to set  
21 up additional accounts in ways that keep "everything separate **so Amazon will never link your**  
22 **accounts**" and have at times offered to set up a second store on a new laptop to avoid detection.

23           21. Amazon also strictly prohibits any attempt to manipulate customer reviews and  
24 actively polices its website to remove false, misleading, and inauthentic reviews. But in one video  
25 presentation, Chris Bowser describes a number of ways FBA-Stores' students can obtain  
26 fraudulent product reviews, including the "sneaky little trick" of *paying* for favorable reviews:

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1                   **And here's a sneaky little trick a lot of people don't know about.**  
2                   **Another thing you can do is buy reviews.**

3           22.     By instructing students to set up multiple accounts and to obtain fraudulent positive  
4 product reviews to increase their sales in violation of the terms and conditions governing their  
5 status as Amazon sellers, Defendants are inducing their students to breach their Seller agreements  
6 with Amazon. In doing so, Defendants are engaging in behavior that hurts Amazon, its customers,  
7 and other Sellers.

8           23.     FBA-Stores also uses the 3-day workshops to upsell expensive "continuing  
9 education" packages, at costs ranging from \$4,995 to \$34,995. In addition to one-on-one  
10 "coaching" sessions, some packages also come with the empty promises of special access to  
11 Defendants' wholesale products with guaranteed rates of return of 15% - 30% or higher. Some  
12 packages also come with access to a "Fulfillment by Adam" service where FBA-Stores will list  
13 products on Amazon.com and ship them to Amazon's fulfillment centers on behalf of its student  
14 Sellers, for further handling through Amazon's FBA service, all in exchange for various fees and  
15 charges. The "Fulfillment by Adam" label is a transparent and amateurish attempt to justify FBA-  
16 Stores' trading on Amazon's FBA name and marks.

17           24.     As part of these expensive packages, Defendants have supplied and continue to  
18 supply FBA-Stores student Sellers with overpriced, mislabeled, and/or counterfeit products. FBA-  
19 Stores then incorrectly lists those products for sale on Amazon.com on behalf of its student  
20 Sellers, in violation of Amazon's contractual provisions requiring accurate product listings and  
21 anti-counterfeiting policy. When Defendants introduce counterfeit and/or mislabeled products  
22 into the Amazon marketplace through student Sellers using Amazon's FBA service, Amazon  
23 handles all customer service issues, returns, and refunds.

24           25.     Amazon's Seller policies require accurate and complete product listings. Amazon  
25 also has zero tolerance for counterfeits, and its anti-counterfeiting policy unequivocally prohibits  
26

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1 the sale of counterfeit products: “The sale of counterfeit products, including any products that  
 2 have been illegally replicated, reproduced, or manufactured, is strictly prohibited.”<sup>2</sup>

3 26. When Amazon finds counterfeit products from whatever source, it removes those  
 4 products immediately. Amazon regularly suspends or blocks sellers suspected of engaging in  
 5 illegal behavior or infringing others’ intellectual property rights. Amazon has suspended or  
 6 terminated many FBA-Stores student Seller accounts due to suspicion of fraud, intellectual  
 7 property infringement, product quality concerns, or other violations of Amazon’s policies.

8 27. Defendants have engaged in a concerted, coordinated, and systematic effort to  
 9 exploit Amazon’s name, brand, and intellectual property to convince thousands of people around  
 10 the country to spend millions of dollars on worthless, inauthentic, and/or over-priced products and  
 11 services. Some FBA-Stores students have contacted Amazon about Defendants’ programs, not  
 12 understanding the distinction between Amazon and Defendants even after sitting through  
 13 Defendants’ 2-hour presentation. Large numbers of victimized students share their stories in  
 14 online forums and blogs.<sup>3</sup> FBA-Stores has an “F” rating with the Better Business Bureau.  
 15 Hundreds, if not thousands, of people have experienced significant financial harm as a result of  
 16 Defendants’ conduct.

17 28. Defendants’ misconduct also has caused and is causing irreparable harm to  
 18 Amazon’s reputation and the goodwill it has developed both with its customers and its Sellers.  
 19 The primary remedy Amazon seeks by way of this lawsuit is injunctive relief:

- 20 • to prevent Defendants from engaging in any further improper use of  
 21 Amazon’s name, brand, and trademarks; and

22  
 23 <sup>2</sup> Available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201166010>.

24 <sup>3</sup> E.g., [https://www.complaintsboard.com/complaints/fba-stores-individual-coaching-c834708.html#comments](https://www.complaintsboard.com/complaints/fba-stores-individual-coaching-c834708.html#comments;);  
 25 <https://onemorecupof-coffee.com/are-amazon-fba-courses-a-scam/>;  
 26 <https://sellercentral.amazon.com/forums/thread.jspa?threadID=359272&tstart=0>;  
<http://www.reviewopedia.com/workathome/insider-online-secrets-reviews-legit-or-scam/>;  
<https://secondskillstudio.com/fba-stores-review-why-you-shouldnt-try-their-products>.

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- to prevent Defendants from instructing any other prospective Sellers how to violate the terms and conditions applicable to all Amazon Sellers, or facilitating such violations on behalf of any Seller.

## II. PARTIES

29. Plaintiff Amazon.com, Inc. ("Amazon") is a Delaware corporation with its principal place of business in Seattle, Washington. Through its subsidiaries, Amazon owns and operates the Amazon.com website and equivalent international websites. Amazon has more than 250 million active customers. In addition to Amazon's own retail sales, a large number of third-party Sellers make their own products available on Amazon.com. Of those, and as described in greater detail below, many use Amazon's fulfillment service, Fulfillment by Amazon, or FBA.

30. Defendant FBA Stores, LLC ("FBA-Stores") is a limited liability company organized under the laws of the State of Nevada. According to records available on the website for the Nevada Secretary of State, FBA-Stores was organized on September 23, 2016. Upon information and belief, FBA-Stores' principal place of business is located at 293 Libbey Industrial Pkwy Suite 250, Weymouth, MA 02189. Adam Bowser is listed as FBA-Stores' Manager.

31. Defendant FBA Distributors, LLC is a limited liability company organized under the laws of the State of Massachusetts. According to records available on the website for the Massachusetts Secretary of State, FBA Distributors, LLC was organized under a prior name (One Source Electronics LLC) on March 31, 2014. Its name was changed on June 24, 2016. Its address is listed as 293 Libbey Industrial Pkwy Suite 250, Weymouth, MA 02189. Adam Bowser and Chris Bowser are listed as its Managers.

32. Defendant FBA Advantage, LLC is a limited liability company organized under the laws of the State of Massachusetts. According to records available on the website for the Massachusetts Secretary of State, FBA Advantage, LLC was organized on June 18, 2016. Its address is listed as 293 Libbey Industrial Pkwy Suite 150, Weymouth, MA 02189.

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33. Defendant AWS, LLC is a limited liability company organized under the laws of the State of Nevada. According to records available on the website for the Nevada Secretary of State, the company was organized on July 11, 2017. Adam Bowser is listed as its Manager.

34. Defendant Online Auction Learning Center Inc. ("OALC") is a corporation organized under the laws of the State of Massachusetts. According to records available on the website for the Massachusetts Secretary of State, OALC was organized on December 30, 2013. Its address is listed as 293 Libbey Industrial Pkwy Suite 250, Weymouth, MA 02189. Chris Bowser is listed as its President. Adam Bowser is listed as its Treasurer and Secretary. Chris and Adam Bowser are listed as the only two directors. According to records available on the website for the Nevada Secretary of State, OALC was registered in Nevada on August 21, 2015, with an address at 3165 N. Moapa Valley Blvd., Logandale, NV 89021. Upon information and belief, Chris and Adam Bowser founded OALC and are its majority shareholders.

35. Defendant Chris Bowser is an individual believed to reside in the State of New York.

36. Defendant Adam Bowser is an individual believed to reside in the State of Massachusetts.

37. Defendant DOE Companies 1 – 20 are believed to be owned and operated by, or otherwise closely-related to, the named Defendants and have engaged and continue to engage in the same or similar conduct that forms the basis of Amazon's claims as described in this Complaint. This Complaint will be amended to name each such entity once identified through discovery.

### III. JURISDICTION AND VENUE

38. This action arises under the Lanham Trademark Act 15 U.S.C. §§ 1051 *et seq.* (the "Lanham Act"). Accordingly, this Court has federal question jurisdiction over the subject matter of this action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a), (b). This Court

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1 also has diversity jurisdiction pursuant to 28 U.S.C. § 1332. This Court has supplemental  
2 jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

3 39. Venue in this district is proper under 28 U.S.C. § 1391(b)(2) in that a substantial  
4 part of the events giving rise to the claims occurred in this district.

5 40. This Court has personal jurisdiction over Defendants, all of whom have conducted  
6 business activities in and directed to Washington and are primary participants in tortious acts in  
7 and directed to Washington. By way of example only, Defendants Chris and Adam Bowser each  
8 authorized and signed marketing materials sent to Washington residents advertising events held in  
9 Washington, which materials improperly and without authorization used and displayed Amazon's  
10 trademarks for their personal benefit and the benefit of the corporate Defendants they control.

#### 11 **IV. AMAZON'S MARKS AND ITS THIRD-PARTY SELLER SERVICES**

##### 12 **A. The Amazon Marks.**




13 41. Amazon annually spends significant time, money, and effort advertising and  
14 promoting the products and services on which its trademarks are used. Through these and other  
15 investments in its customers' trust, Amazon has developed a reputation for quality products and  
16 services.

17 42. For hundreds of millions of consumers, the names "Amazon" and "Amazon.com"  
18 have come to represent wide selection, fast delivery, everyday low pricing, outstanding customer  
19 service, and unsurpassed trust for Internet commerce. There is a close association among  
20 consumers between Amazon.com the business, its trademarks, and the products and services it  
21 offers.

22 43. Amazon publishes an easily accessible non-exhaustive list of its registered  
23 trademarks on its website.<sup>4</sup> Included among that list are references to the following registered  
24 marks at issue in this lawsuit (the "Amazon Marks"):

25  
26 <sup>4</sup> <https://www.amazon.com/gp/help/customer/display.html/?nodeId=200738910>.

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<u>Mark</u>	<u>Registration Number/s</u>
AMAZON	5102687; 4907371; 4533716; 4656529; 5281455; 2657226; 2738838; 2738837; 2832943; 3868195; 4171964; 2857590; 2078496
FBA	4621427; 4621428
AWS	3576161
	5038752; 4171965
	4841614; 2951941
	5129530; 5100558; 4969037; 3911425; 3904646; 4067393

44. Amazon is the owner of all rights in the Amazon Marks.

45. Amazon has continuously used these marks to distinguish its products and services.

As a result of Amazon's long-standing use of the Amazon Marks, strong common law trademark rights have amassed in the Amazon Marks. Amazon's use of the marks has also built substantial goodwill in and to the Amazon Marks.

46. Through Amazon's advertisement and promotion and the high level of recognition by the general consuming public of the United States, the Amazon Marks are famous and became famous prior to Defendants' illegal acts—indeed, the Amazon Marks were famous before any of the corporate Defendants were incorporated. The Amazon Marks are famous by virtue of their inherent distinctiveness and secondary meaning as a designation of the source of the trust that consumers can place in purchasing from Amazon and by their continuous use since Amazon's founding in 1994.

47. Today, the Amazon Marks are well known by the general consuming public of the United States. Moreover, due to Amazon's advertisement and promotion of the Amazon Marks, consumers have come to recognize the Amazon Marks as a symbol of the trustworthiness of the

1 products and services bearing the Amazon Marks, and further, associate the Amazon Marks solely  
2 with Amazon and its high quality goods and services.

3 48. The Amazon Marks are valuable assets of Amazon. To protect that value and  
4 maintain the positive association between the Amazon Marks and Amazon's products and  
5 services, Amazon only permits others to use its marks in limited circumstances and subject to  
6 explicit guidelines designed to avoid consumer confusion.

7 49. For example, with advance approval by Amazon, sellers may use Amazon's  
8 "Available at Amazon" logo, provided that they adhere to strict guidelines that Amazon publishes  
9 on its website. Amazon's Trademark Usage Guidelines<sup>5</sup> include the following terms:

- 10 • "You may use the [Available at Amazon] Mark solely for the purpose  
11 expressly authorized by Amazon in writing and your use must: (i) comply  
12 with the most up-to-date version of these Guidelines; and (ii) comply with any  
13 other terms, conditions, or policies that Amazon may issue from time to time  
14 that apply to the use of the Amazon Mark."
- 15 • "You may not alter the Amazon Mark in any manner, including but not  
16 limited to, changing the proportion, color, or font of the Amazon Mark, or  
17 adding or removing any element(s) to or form the Amazon Mark."
- 18 • **"You may not use the Amazon Mark in any manner that implies  
19 sponsorship or endorsement by Amazon other than by using the Amazon  
20 Mark as specifically authorized in writing by Amazon." (Emphasis  
21 added.)**

22 50. Defendants have made extensive and systematic use of the Amazon Marks without  
23 Amazon's authorization in order to misleadingly promote their own products and services as  
24 Amazon products and services. In addition to the various examples of this unauthorized use in  
25 marketing and other materials provided to FBA-Stores students (described throughout the  
26

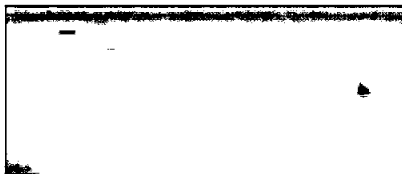
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<sup>5</sup> Available at <https://www.amazon.com/gp/help/customer/display.html?ie=UTF8&nodeId=201713630>.



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1 remainder of this Complaint), the following is just a small sample found on Defendants' various  
2 websites:<sup>6</sup>



23  
24  
25 <sup>6</sup> E.g., [www.amazonwealthsystems.com](http://www.amazonwealthsystems.com), [www.amazonworkshop.com](http://www.amazonworkshop.com), [www.liveamazonworkshop.com](http://www.liveamazonworkshop.com),  
26 [www.sellingwithamazon.com](http://www.sellingwithamazon.com), [www.fbastores.com](http://www.fbastores.com), [www.fbadistributors.com](http://www.fbadistributors.com), [www.fbadistribution.com](http://www.fbadistribution.com),  
[www.FBAworkshop.com](http://www.FBAworkshop.com).

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1 51. Defendants' use of the Amazon Marks is pervasive and intended and highly likely  
 2 to confuse and mislead prospective Amazon Sellers into believing that Defendants' products and  
 3 services are affiliated with, endorsed by, or sponsored by Amazon.

4 **B. Selling on Amazon and the Amazon Services Business Solutions Agreement ("BSA").**

5 52. Anyone interested in selling products in the Amazon marketplace must first create  
 6 a Selling on Amazon account using Amazon's Seller Central, the Web interface where Sellers  
 7 open and manage their selling account. Sellers also must agree to the Amazon Services Business  
 8 Solutions Agreement ("BSA"), which governs Seller access to and use of Amazon's services and  
 9 sets forth Amazon's rules and restrictions for selling through the website.

10 53. A copy of the BSA is attached hereto as Exhibit 1.<sup>7</sup> By agreeing to the BSA,  
 11 Sellers also agree to be bound by all applicable Program Policies, defined as:

12 [A]ll terms, conditions, policies, guidelines, rules, and other  
 13 information on the applicable Amazon Site, on Seller Central, or on  
 14 the MWS Site, including those shown on the "Policies and  
 15 Agreements" section of Seller Central or elsewhere in the "Help"  
 section of Seller Central (and, for purposes of the Fulfillment by  
 Amazon Service, specifically including the FBA Guidelines).

16 54. Once a Seller is registered, Selling on Amazon is a simple process involving three  
 17 main components: listing, selling, and shipping.

18 55. In order to sell a product on the Amazon Marketplace, the Seller must first create a  
 19 listing accurately identifying the product for sale. Each product sold on Amazon.com is assigned  
 20 and identified by a unique Amazon Standard Identification Number, or ASIN.

21 56. It is critical for product listings to be accurate; Amazon.com customers expect that  
 22 they will get what they ordered. The requirement for "accurate and complete" product listings is  
 23 incorporated into the "Selling on Amazon Service Terms" section of the BSA.

24  
 25  
 26 <sup>7</sup> Also available at <https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html>.

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1 57. Once listed, a Seller's products become visible to customers on Amazon.com and  
 2 can be bought through Amazon's standard process, which includes features like 1-Click buying  
 3 and Amazon's A-to-z Guarantee. Amazon has invested significant time, effort, and resources to  
 4 develop a brand that millions of people trust and customers have come to expect that they can  
 5 make quick, easy, and worry-free purchases on Amazon.com, regardless of the source of the  
 6 product being sold.

7 58. To help shoppers make informed purchasing decisions, Amazon encourages its  
 8 customers to review the products they purchase and publishes these customer reviews on the  
 9 product detail pages. In order to review a product, an individual must be an Amazon customer and  
 10 must have an Amazon account. Amazon expressly prohibits paid reviews, as stated in its policy  
 11 on Prohibited Seller Activities and Actions.<sup>8</sup> Amazon's Customer Review Creation Guidelines,  
 12 which are incorporated into its Conditions of Use, also prohibit paid reviews.<sup>9</sup>

13 59. Consumers rely on this customer feedback and trust that these reviews will be  
 14 honest, helpful, and authentic.

15 60. Amazon takes the integrity of its customer reviews very seriously. Amazon has  
 16 developed sophisticated technologies and protocols to detect and remove false, misleading, and  
 17 inauthentic reviews from its website and suspends sellers that post or purchase fake reviews.  
 18 Amazon also has taken legal action against those who offer to supply paid reviews.

19 61. Once a customer places an order, Amazon notifies the Seller. Orders are then  
 20 fulfilled in one of two ways: by the Seller itself or by Amazon, if the Seller is using Amazon's  
 21 FBA Service.

22  
 23  
 24  
 25 <sup>8</sup> Available at [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_rel\\_topic?ie=UTF8&nodeId=200414320](https://www.amazon.com/gp/help/customer/display.html/ref=hp_rel_topic?ie=UTF8&nodeId=200414320).

26 <sup>9</sup> Available at <https://www.amazon.com/gp/aw/help/id=201602680>.

## V. DEFENDANTS' UNLAWFUL ACTIVITIES

### A. Defendants Pose as Amazon to Lure in Potential Victims of their Scheme.

62. Defendants market and sell a number of products and services that depend on Amazon for their existence and appeal – without Amazon and the Amazon Seller ecosystem, there would be no market for Defendants' products and services.

63. FBA-Stores' primary line of business relates to the Amazon training packages it sells to its students, all of whom Defendants seek payment from as prospective Amazon "Student" Sellers. One or more of the Defendants also sell wholesale products to FBA-Stores' students and sell certain fulfillment services to students who want FBA-Stores to handle shipping of those products to Amazon's fulfillment centers, for further processing by Amazon's FBA service.

64. Defendants' business model depends on and starts with its mass marketing campaigns. FBA-Stores maintains contact information for more than 100,000 people in its database, called "Infusion." Defendants use aggressive and misleading marketing tactics to generate interest in their products and services, including by creating and fostering an impression of endorsement or sponsorship by Amazon through systematic and pervasive unauthorized use of Amazon's intellectual property.

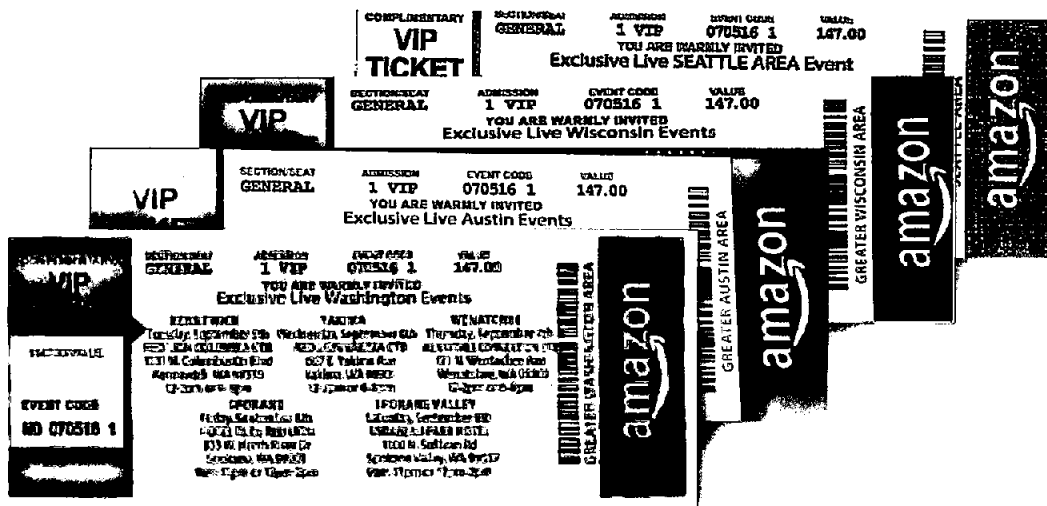
65. FBA-Stores and its affiliates advertise their free Amazon workshops throughout the country. They promote these workshops through direct mail fliers, spam email invitations, and advertisements in newspapers, on Facebook and other media. Upon information and belief, dozens of such presentations are made each week. Representative examples of the direct mail fliers – which use the Amazon Marks without Amazon's permission – are collected at Exhibit 2.

66. As part of its direct mailers, FBA-Stores typically includes two complimentary "VIP Tickets" to attend a free 2-hour presentation. Recipients of this "SPECIAL INVITATION" ... "to attend an exclusive LIVE AMAZON WORKSHOP" can choose from several presentation times and places, generally held in a hotel in one of several cities within driving distance. For example, Defendants advertised, and conducted, multiple sessions in Bellevue, Bellingham,

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Everett, and Redmond between July 5 and July 9, 2017, additional presentations in Kennewick, Yakima, Wenatchee, and Spokane between September 5 and September 9, 2017, and further presentations in Seattle, Bellevue, Bellingham, Bothell, Everett, Tacoma, Tumwater, and Redmond between November 7 and November 11, 2017.

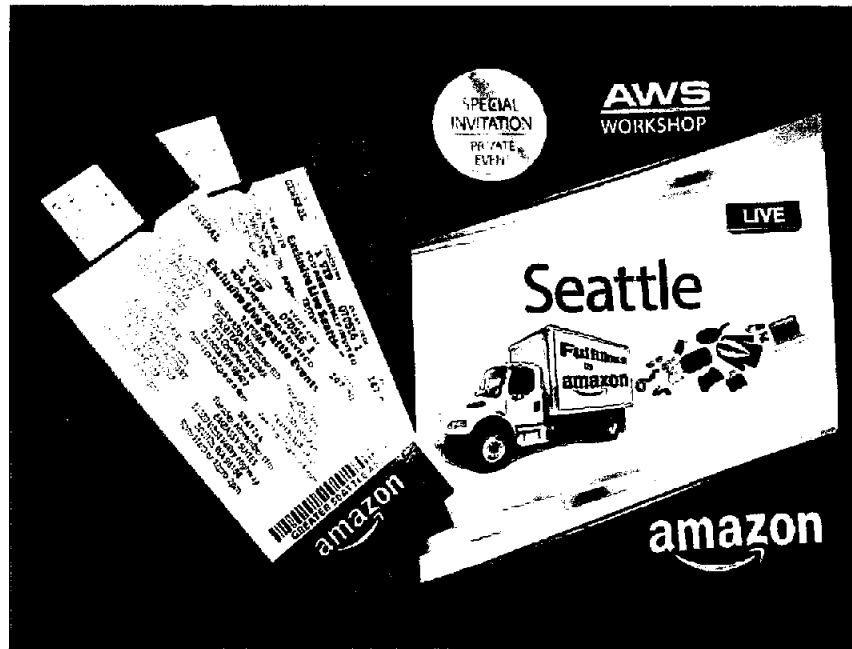
67. As shown by these examples, the tickets Defendants print and circulate for their events prominently display the Amazon logo, without any mention of any other organization:



68. The accompanying flier reinforces the false and misleading impression of endorsement or sponsorship by Amazon. For example, the Amazon logo appears on the front cover, along with the registered mark "AWS"<sup>10</sup> and an image of a truck with "Fulfillment by Amazon" printed on its side:

<sup>10</sup> As noted above, "AWS" is a registered Amazon trademark, used in connection with Amazon Web Services.

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69. Each direct mailer is signed by either Chris Bowser or Adam Bowser. On information and belief, the Bowsers have authorized the content of such marketing materials and have directed that they be sent to prospective FBA-Stores students throughout the country, including in Washington State. For example, Chris Bowser signed a mailer sent to Washington residents that advertised presentations in Bellevue, Redmond, Bellingham, and Everett. In it, he wrote: "My name is **Chris Bowser**.... I am coming to the Seattle area to share my secrets for making money on Amazon." (Emphasis in original.) A few months later, Adam Bowser signed off on a similar mailer sent to Washington residents that advertised presentations in Seattle, Tacoma and Tumwater, with nearly identical language: "My name is **Adam Bowser**.... I'm going to be hosting a few local workshops around the Seattle area to share my secrets for making money on Amazon." (Emphasis in original.)

70. Like the direct mailers, other advertisements for Defendants' free presentations similarly use one or more of the Amazon Marks, without authorization, to create a false

COMPLAINT - 20

SUMMIT LAW GROUP PLLC  
 315 FIFTH AVENUE SOUTH, SUITE 1000  
 SEATTLE, WASHINGTON 98104-2682  
 Telephone: (206) 676-7000  
 Fax: (206) 676-7001

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1 impression of association with, or endorsement by, Amazon with the goal of exploiting the  
 2 Amazon brand to increase sales of their own products and services.

3 71. Because of Defendants' unauthorized use of the Amazon Marks many FBA-Stores  
 4 students believe that Amazon is the source of these marketing materials and that Amazon itself is  
 5 conducting, endorsing or sponsoring the advertised presentations.

6 72. Upon arrival, students are routinely greeted by large signs that display one or more  
 7 of the Amazon Marks, like these signs from two recent free presentations:



COMPLAINT - 21

SUMMIT LAW GROUP PLLC  
 315 FIFTH AVENUE SOUTH, SUITE 1000  
 SEATTLE, WASHINGTON 98104-2682  
 Telephone: (206) 676-7000  
 Fax: (206) 676-7001

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1        73. The sign provides no indication that the presentation is hosted by a company  
 2 without any affiliation with Amazon. To the contrary, the sign creates the false impression of  
 3 endorsement or sponsorship by Amazon.

4        74. More than 50, and up to or more than 100 people, often attend the free  
 5 presentations. The goal of these presentations is to upsell a follow-on 3-day workshop, which  
 6 FBA-Stores generally sells for \$995 for one person and a guest (or \$495 for one person). Those  
 7 who sign up for the 3-day workshop receive additional "training" materials, loaded onto an  
 8 Amazon Kindle, flash-drive, and set of DVDs. As with the signage, the DVD box covers use the  
 9 Amazon Marks without authorization and are on prominent display at the presentations:



19        75. Even after sitting through the free 2-hour presentation, many students continue to  
 20 believe that the presentation was hosted, endorsed, or sponsored by Amazon.

21 **B. Upselling FBA-Stores' 3-Day Training Workshops.**

22        76. FBA-Stores regularly hosts its 3-day workshops in multiple cities around the  
 23 country. The 3-day workshops typically take place within one to two weeks after the 2-hour  
 24 presentations, in a location within driving distance of the free feeder presentations.



1 77. As with the free presentations, upon arrival, students are routinely greeted by the  
 2 same large sign displaying the Amazon Marks, as depicted above. Again, the sign provides no  
 3 indication that the 3-day workshop is hosted by a company with no affiliation with Amazon, but  
 4 instead continues to reinforce the false impression of endorsement or sponsorship by Amazon.

5 78. FBA-Stores has sold its 3-day workshops to several thousand Amazon Sellers and  
 6 prospective Sellers, a large percentage of whom believed they were buying services provided by,  
 7 or at the very least endorsed or sponsored by, Amazon.

8 **C. Defendants Teach FBA-Stores Students How to Violate Amazon's Seller Contract.**

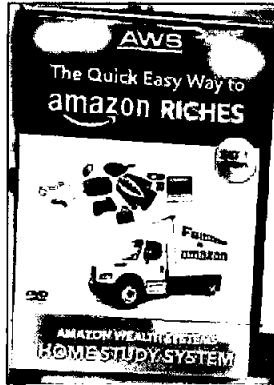
9 79. As noted above, students who attend the 3-day workshop receive a set of DVDs  
 10 that provide additional information.

11 80. At various times, on the cover of the DVD boxes, Defendants have printed  
 12 Amazon's registered mark "FBA" above the words "Fulfillment by Amazon" and next to a logo of  
 13 a bent arrow that is purposefully created to reflect Amazon's "smile" design mark:



19 81. At other times, Defendants have used Amazon's registered mark "AWS," the  
 20 Amazon logo, and the phrases "Fulfillment by Amazon" and "Amazon Wealth Systems" on the  
 21 cover of the DVD boxes, in connection with the same training workshops and materials:  
 22  
23  
24  
25  
26

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82. Some of the videos included on the DVDs are narrated by Chris Bowser. Others are narrated by Adam Bowser.

83. The DVD titled “Getting Started on FBA” is narrated by Chris Bowser. In the video, he explains how to open a Seller account using Amazon’s Seller Central interface, instructing the viewer to check the box indicating acceptance of the BSA terms – “you are going to accept the terms of Amazon’s agreement.”

84. Although Defendants are aware of the BSA and explain that their student Sellers must “accept the terms of Amazon’s agreement,” Defendants repeatedly instruct their student Sellers to violate the terms of the BSA in numerous ways.

85. Defendants intend for these materials and the information contained therein to be shared with FBA-Stores’ students located throughout the country, including in Washington State.

**D. Defendants Instruct Students to Obtain Fraudulent Product Reviews in Violation of Amazon’s BSA.**

86. The set of 3 DVDs titled “Private Labeling” also is narrated by Chris Bowser.

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1           87. The third Private Labeling DVD addresses the importance of product reviews. In  
2 that DVD, Chris Bowser instructs FBA-Stores students how to obtain fraudulent product reviews,  
3 in violation of Amazon's policies in three different ways.

4           88. First, he suggests that students obtain 15 reviews from friends and family, with  
5 instructions designed to circumvent certain of Amazon's automatic fraud detection devices  
6 ("understand this, you cannot have like fifteen people come to your computer and buy that  
7 product, they have to be on different computers, different networks, and that type of stuff").

8           89. Second, he offers to help procure positive reviews through the FBA-Stores student  
9 network:

10                   And, if you ever need help with something like that and you need  
11 reviews like that, contact me. I can send out a quick email to you  
12 know some of our - my coaching students if you're doing products  
13 for free. The advantage you have is that you are now part of a  
14 network. Send me an email and say "Hey Chris, I've got this new  
15 product up on Amazon, can you do me a favor and blast like twenty-  
16 five people for me and have them get the products" -- either have  
17 them buy it for the cost or give it to them for free but they will go on  
18 and leave reviews. They would do it for you and you will do it for  
19 them. That's the benefit of our relationship.

20           90. Third, he even encourages students to buy fraudulent positive reviews, including  
21 from a company he knows Amazon sued for selling fraudulent reviews:

22                   **And here's a sneaky little trick a lot of people don't know about.**  
23 **Another thing you can do is buy reviews.** I don't know how much  
24 longer this is going to be around for; they're actually currently being  
25 sued by Amazon. ... So if you can't find people to get reviews for  
26 you, you can actually go to BuyAmazonReviews.com and these  
people will leave you good reviews. Again, I don't know how much  
longer this is going to be around for. If not this site there'll be  
another site. (Emphasis added.)

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1 91. Amazon's Anti-Manipulation Policy for Customer Reviews prohibits the type of  
 2 review manipulation Defendants are teaching.<sup>11</sup> Amazon also advises that Seller accounts may be  
 3 suspended or terminated for violation of this policy and that Sellers who attempt to purchase  
 4 fraudulent reviews may be subject to legal action:

5 We pursue lawsuits for reviews manipulation against dishonest  
 6 sellers and manufacturers who attempt to purchase fraudulent  
 7 reviews and the parties who provide and post those reviews.

8 92. Defendants are aware of these terms and conditions when they instruct FBA-Stores  
 9 students to obtain fraudulent product reviews for their Amazon stores. Upon information and  
 10 belief, FBA-Stores and the Browsers are not honest or transparent about Amazon's policies, so  
 11 many of their students are not aware they are taking, or authorizing FBA-Stores to take on their  
 12 behalf, actions that violate Amazon's policies.

13 **E. Defendants Instruct Students to Create Multiple Seller Accounts in Violation of**  
 14 **Amazon's BSA.**

15 93. At the 3-day workshops, at the Browsers' direction and with their knowledge,  
 16 presenters encourage students to create multiple Amazon stores to increase their sales, knowing  
 17 that such conduct would be a violation of the students' Seller contract with Amazon, the BSA.  
 18 Amazon's policy for Prohibited Seller Activities and Actions on its website are incorporated by  
 19 reference in the BSA as part of the applicable Program Policies.<sup>12</sup> The policy strictly prohibits  
 20 multiple seller accounts without express permission from Amazon:

21 **Multiple seller accounts:**

22 Operating and maintaining multiple Seller Central accounts is  
 23 prohibited. If you have a legitimate business need for a second  
 24 account, you can apply for an exception to this policy[.]

25 <sup>11</sup> Available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201749630> ("Any attempt to  
 26 manipulate reviews, including by directly or indirectly contributing false, misleading or inauthentic content, is strictly  
 prohibited.")

<sup>12</sup> [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_rel\\_topic?ie=UTF8&nodeId=200414320](https://www.amazon.com/gp/help/customer/display.html/ref=hp_rel_topic?ie=UTF8&nodeId=200414320).

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94. As part of the “Diamond” level coaching package (available for an additional fee as discussed below), students are told that FBA-Stores will help them create a second store set up on a second computer so that Amazon will never link the two accounts to the same Seller. FBA-Stores’ written materials state this explicitly:

**Bonus #4: 2<sup>nd</sup> Store Setup in Boston with fully loaded laptop & Mifi**

- We create your 2<sup>nd</sup> Amazon store so that you can double your income and sell your products twice as fast....
- We provide you with the 2<sup>nd</sup> computer to run and manage your business from so that you don’t link both accounts together. We show you how to keep everything separate so Amazon will never link your accounts.<sup>13</sup>

95. FBA-Stores advises students to take the following precautions “so Amazon will never link your accounts”: use a different name for the second store; open the second store in the name of a family member; use a different email address; and use different banking information.

**F. Upselling FBA-Stores’ “Continuing Education” Programs.**

96. In addition to the 3-day workshops, FBA-Stores also sells various additional training programs, currently packaged as “Continuing Education: Advanced Education Programs.” FBA-Stores offers at least four program levels at a cost of \$4,995 to \$34,995: Diamond, Platinum, Gold, and Wholesale.<sup>14</sup>

97. When FBA-Stores makes the pitch to sell these packages on the last day of the 3-day workshop, a large percentage of FBA-Stores students believe that they are dealing with Amazon or at least a company endorsed or sponsored by Amazon.

<sup>13</sup> Exhibit 3.

<sup>14</sup> See Exhibits 3, 4, 5, and 6.

98. FBA-Stores has at various times provided a hand-out to its students towards the end of the 3-day workshop listing the benefits of its Diamond-level package, using Amazon's registered mark "FBA" above the words "Fulfillment by Amazon" and next to a logo of a bent arrow that looks confusingly similar to Amazon's "smile" design mark:



99. The current "Diamond Enrollment" package costs \$34,995<sup>15</sup> and includes the following features:

- **16 Personal 1 on 1 Coaching Sessions**
  - Held every week at a scheduled time with our Amazon Coach
- **Access to FBA Stores Angel Supplier Rolodex**
  - Lifetime supply of product with great deals for your store
- **FBA Stores Deal Analysis & Partnering Program**
  - We will analyze any deal you get offered & partner with you on deals
- **Fulfillment by Adam (FBA)**
  - We fulfill any product orders to Amazon warehouses
- **3 Day "Amazon Summit" Trade Show Event**
  - Las Vegas ASD & CES Trade Show twice a year
- **Unlimited Access to "The Network"**
  - Wholesale products to & through our network of online sellers
- **Ungating:** in 2 categories in first store

100. With respect to the last item on this list – "Ungating" – certain product categories are "gated," meaning that Sellers must obtain approval from Amazon before listing products in

<sup>15</sup> At times, the price will be reduced as an inducement to those unwilling to pay, or unable to afford, the full price.

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1 those restricted product categories. A list of these categories and the specific requirements to  
 2 obtain approval for each category are available online.<sup>16</sup>

3 101. While the requirements vary by category, in general they are designed to ensure  
 4 that the Seller and its products are reliable and genuine. Typically, this requires Sellers to have a  
 5 verifiable history and to submit product invoices/receipts. At the workshops, students are told that  
 6 FBA-Stores has “a whole department” that specializes in “ungating.” The function of this  
 7 “department” is to convince Amazon to “ungate” product categories for new student Sellers, based  
 8 on fraudulent documentation. FBA-Stores has neither the right to “ungate” any category or  
 9 product nor the ability to do so without engaging in fraud.

10 102. In order to create the appearance of legitimacy and demonstrate a track record of  
 11 authentic sales, FBA-Stores will misrepresent to Amazon its *own* purchase and sale of genuine  
 12 products as the student Sellers’. A presenter explained the process like this:

13 FBA-Stores: Let’s take a blender for instance. So, Blendtec, right? You  
 14 want to sell the name-brand Blendtec Blender, you actually  
 15 have to have the receipts, you actually have to have the  
 16 item. Amazon will go in – er, FBA – will go in, actually  
 purchase the items for you.

17 ...

18 We’ll purchase the items for you, we’ll send you the actual  
 19 receipts, although you never actually have to pay for them  
 20 yourself.

21 ...

22 We just take care of that cost. Now, you obviously don’t  
 23 get the inventory associated with that.

24 Student: Yeah, you guys would sell that.

25 FBA-Stores: Yep, we take care of that. And then we sell that on our  
 26 own. But that’s like one of the ways that we would help  
 you get things ungated. Is we take care of that.

103. To take advantage of certain aspects of this ungating service, students are told they  
 need to provide FBA-Stores with remote access to their Amazon Seller accounts. This is so that

<sup>16</sup> See <https://www.amazon.com/gp/help/customer/display.html?nodeId=14113001>.

1 Defendants can manipulate the approval process through fraudulent interactions with both  
2 Amazon and product manufacturers on the students' behalf.

3 104. The current "Platinum Enrollment" package costs \$19,995 and includes the  
4 following features:

- 5 • **8 Personal 1 on 1 Coaching Sessions**
- 6 • **Access to FBA Stores Angel Supplier Rolodex**
- 7 • **3 Day "Amazon Summit" Trade Show Event**
- 8 • **Unlimited Access to "The Network"**

9 105. Diamond- and Platinum-level students are invited to attend the annual CES and/or  
10 ASD trade shows in Las Vegas, ostensibly so that they can network with manufacturers and  
11 suppliers to find sources of product to sell on Amazon.com. At the so-called "Amazon Summit"  
12 trade show in Las Vegas that FBA-Stores offers to students who buy the most expensive Diamond  
13 or Platinum packages, attendees receive a notebook with the Amazon logo on the cover:



19 106. Defendants attempt to upsell to FBA-Stores students who attend these trade shows  
20 a "Master Mentor" program for an additional \$20,000. Those who enroll in the program are  
21 promised special access to Chris Bowser and Adam Bowser, special product sourcing lists, and  
22 "master classes" held in various vacation destinations. Many students believe the Master Mentor  
23 provides little or no additional value.

24 107. The current "Gold Enrollment" package costs \$9,995. It includes four coaching  
25 sessions, access to a supplier list, and access to "The Network." At various times FBA-Stores has  
26



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1 represented that the Gold-level package would provide students with “Immediate Access to  
 2 Product With 20% Profit Margins.”<sup>17</sup>

3 108. The “Wholesale Coaching” package costs \$5,995. It includes two weeks of  
 4 coaching, access to a supplier list, and a “deal analysis” feature.

5 109. The features offered for each package are believed to have changed over time. At  
 6 various times FBA-Stores also has offered incentive bonuses to students who agree to buy the  
 7 upper level packages at the 3-day seminar. For example, at times FBA-Stores has offered the  
 8 following “Act Now Bonuses” to students who purchase the Diamond level package:

- 9 • Bonus #1: Free \$1500 Amazon Gross Sales Value Goods
- 10 • Bonus #2: TWO Days in Boston with Chris and Adam’s Team
- 11 • Bonus #3: Private Labeling Marketing Campaign
  - 12 ○ The opportunity to sell a product with 100%+ markup with NO competition
- 13 • Bonus #4: 2<sup>nd</sup> Store Setup in Boston with fully loaded laptop & Mifi
- 14 • Bonus #5: Elite Coaching Hotline<sup>18</sup>

15 110. The individual 1-on-1 coaching sessions typically take place over the phone. They  
 16 may also involve instruction through computer screen-sharing. Upon information and belief,  
 17 FBA-Stores has at times hired coaches with little or no experience or specialized training, leading  
 18 to frequent complaints by FBA-Stores students that they receive little to no value from the  
 19 coaching component of these expensive packages. Upon information and belief, the main  
 20 qualification for coaches appears to be that they themselves have registered as an Amazon Seller.  
 21 Upon information and belief, FBA-Stores coaches historically have been independent contractors  
 22 who work out of their homes and are paid by OALC. Upon information and belief, FBA-Stores  
 23 recently brought some of its coaches in-house such that they operate out of Defendants’ Boston-  
 24 area warehouse.

---

25 <sup>17</sup> Exhibit 4.

26 <sup>18</sup> Exhibit 3.

**G. Defendants Misrepresent the Wholesale Products They Sell to FBA-Stores Students.**

111. In order to further entice its students to purchase one of the above-described Continuing Education packages, FBA-Stores represents that it has a special relationship with Amazon and access to valuable inside information based on that relationship. For example, FBA-Stores has misrepresented that it has unique access to secret lists of high-demand products that Amazon supposedly wants more of its Sellers to sell. FBA-Stores has misrepresented to its students that it can provide access to products with guaranteed profit margins of 15% - 30% (and even up to 100%), with the higher margin products available only to students who purchase the most expensive packages.

112. Upon information and belief, one or more of the corporate Defendants acquire wholesale products to sell to FBA-Stores students from overseas, often purchasing containers of product from China. These products are then stored in one or more warehouses in the Boston area, Las Vegas, or Hicksville, NY, which are owned by FBA-Stores or one of the other Defendants.

113. Upon information and belief, Defendants intentionally or negligently misrepresent the products they have sold and continue to sell to FBA-Stores students. By way of example only and without limitation, upon information and belief one or more of the corporate Defendants have sold used or refurbished products to FBA-Stores' students as new (*e.g.*, Nikon cameras, cell phones), have sold counterfeit or knock-off products as brand name products (*e.g.*, Garden Genie gloves and Rawlings baseball helmets), and have sold "original" series product as "pro" series (*e.g.*, CopperFit ankle braces/sleeves).

114. Upon information and belief, in each such case FBA-Stores students pay for the more expensive product but receive the cheaper product, enriching Defendants at the students' expense. As explained in the next section, this same deception is then repeated when FBA-Stores lists these products for sale on Amazon.com on behalf of its students as part of FBA-Stores'

1 shipping and handling service, compounding the problem and causing additional harm to Amazon,  
2 its customers and other Sellers.

3 115. FBA-Stores students report that Defendants' deliveries are often delayed and that  
4 by the time the products finally arrive, the price at which they are selling on Amazon.com has  
5 dropped, forcing students to sell their products for little or no profit, or even at a loss. Because  
6 Defendants sell the same products to their students delivered at or near the same point in time, the  
7 market becomes flooded, driving down prices as students are pitted against other students as a  
8 function of the program Defendants have designed. This practice results in many students being  
9 unable to recoup their investments. Defendants know that their students cannot sell or realize any  
10 meaningful profit from these products, despite Defendants' promises to the contrary.

11 **H. Defendants Improperly Facilitate Financing so FBA-Stores Students Can Pay for**  
12 **their Products and Services.**

13 116. At the 3-day workshops, FBA-Stores instructs its students on various methods to  
14 pay for its coaching packages and buy wholesale products from Defendants.

15 117. For example, upon information and belief, FBA-Stores has at various times had an  
16 arrangement with certain third-parties including Average Joe Funding, Seed Capital, and others to  
17 facilitate financing. Upon information and belief, these third-parties are owned and operated by  
18 friends or family of the Bowers.

19 118. Upon information and belief, with Defendants' knowledge, consent and complicity,  
20 these third-parties have helped students apply for multiple credit cards with low introductory rates.  
21 By submitting multiple credit card applications simultaneously, Defendants make it difficult for  
22 credit reporting agencies to provide the card-issuing financial institutions with accurate real-time  
23 information. Students are charged significant fees for this service and are told not to disclose to  
24 the credit-card issuers that they are working with these third-party financing facilitators. These  
25 third-parties have at times submitted credit card applications without a valid signature of the  
26 student applicant.

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119. At other times, presenters at the 3-day workshops have instructed the students to apply for multiple credit cards on their own. Presenters also have instructed students to falsely misrepresent their current income level on credit card applications, insisting that \$110,000 is a “good number” to use since that is what the students will be making through Defendants’ program.

120. Many students who rely on the easy credit promoted by Defendants and their third-party financing partners amass large debts that become especially burdensome when low introductory rates expire.

121. FBA-Stores also promotes other techniques for financing student purchases of Defendants’ products and services, including but not limited to accessing value in their 401k retirement accounts and taking a second home mortgage – because (according to Defendants) home equity is not actually “working for” the students, but is just “sitting there.”

122. Upon information and belief, many students have been duped into borrowing large sums of money to pay for Defendants’ products and services. Many have been retirees on fixed budgets and others who similarly could not afford for the investment to fail. In an effort to recoup some of their losses and escape the significant debt burden Defendants’ conduct had created, upon information and belief, some of these students took Defendants’ advice to increase sales in ways prohibited by Amazon’s Seller policies. In some cases, following this advice resulted in suspension or termination of the students’ Amazon Seller accounts.

**I. FBA-Stores Misrepresents Product Listings on Amazon.com Through Its Shipping and Handling Service (*aka* “Fulfillment by Adam”) in Violation of Amazon’s BSA.**

123. Upon information and belief, FBA-Stores uses the term “FBA” to refer not only to Amazon’s fulfillment service, but also its own fulfillment service, sometimes described as “Fulfillment by Adam.” As part of this service – offered as part of the Diamond-level package discussed above – FBA-Stores labels, packs, and ships products to Amazon’s fulfillment centers

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1 on behalf of its Amazon Seller students. FBA-Stores provides this service for little or no charge<sup>19</sup>  
 2 for products that students purchase directly from Defendants. For products sourced from unrelated  
 3 third-parties, FBA-Stores charges an additional fee per item.

4 124. As part of FBA-Stores' fulfillment services, Defendants obtain access to the  
 5 students' Amazon Seller Accounts on Seller Central. Defendants then list the products being  
 6 shipped to Amazon's fulfillment centers.

7 125. Whether intentionally or negligently, FBA-Stores' process results in providing  
 8 false and misleading product information to its students who rely on that information in making  
 9 purchasing decisions. FBA-Stores compounds this problem by providing false and misleading  
 10 product descriptions in the listings it prepares for its students and provides to Amazon on the  
 11 students' behalf.

12 126. Amazon and its customers rely on the accuracy of the product listing information  
 13 provided by Sellers who use Amazon's FBA service and those providing such information on  
 14 behalf of its Sellers. Amazon relies on the accuracy of the listing information both to track  
 15 incoming shipments and for posting the listed products on Amazon.com once the product becomes  
 16 available for shipment by Amazon through its FBA service upon intake at one of Amazon's  
 17 fulfillment centers.

18 127. Amazon publishes its policy for Prohibited Seller Activities and Actions on its  
 19 website, which are incorporated by reference in the BSA.<sup>20</sup> The policy prohibits Sellers from  
 20 providing false or misleading information when listing items for sale on Amazon.com.

21 128. Amazon also publishes Condition Guidelines that require accurate listing of a  
 22 product's condition.<sup>21</sup>

23  
 24 <sup>19</sup> Cost is believed to vary depending on what coaching package the Student has purchased and due to changing  
 FBA-Stores policies over time.

25 <sup>20</sup> [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_rel\\_topic?ie=UTF8&nodeId=200414320](https://www.amazon.com/gp/help/customer/display.html/ref=hp_rel_topic?ie=UTF8&nodeId=200414320).

26 <sup>21</sup> [https://www.amazon.com/gp/help/customer/display.html/ref=help\\_search\\_1-2?ie=UTF8&nodeId=1161242&qid=1502998363&sr=1-2#GCG](https://www.amazon.com/gp/help/customer/display.html/ref=help_search_1-2?ie=UTF8&nodeId=1161242&qid=1502998363&sr=1-2#GCG).

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129. Customers expect to receive authentic and accurately-described products when they shop on Amazon.com. While customers can always return the product and receive a refund if not satisfied with their purchase, such experiences have a tendency to tarnish Amazon's reputation and also can result in low ratings or reviews for the associated Seller. Returns, low ratings, and bad reviews can reduce Seller profits and impact future sales.

130. If an Amazon Seller receives excessive customer complaints or is linked to the sale of counterfeit products, the Seller's account can be suspended or terminated. Many FBA-Stores student Sellers have had their accounts suspended or terminated because of improper guidance by Defendants, compounding the financial problems created for student Sellers by Defendants.

**J. Impact on Students' Amazon Seller Accounts.**

131. Internal analysis shows that FBA-Stores' student Sellers are more likely than other third party sellers on Amazon to experience problems with their Amazon Seller accounts. More than a quarter of FBA-Stores accounts identified by Amazon have received warnings from Amazon or been suspended, including for possible trademark infringement, suspicion of product review abuse, poor delivery performance, high order defect rates, or other violations of Amazon's BSA and incorporated Seller policies. The FBA-Stores accounts identified by Amazon have also performed worse than other Amazon sellers, as demonstrated by their higher-than-average rate of customer returns and lower average sales volume and revenue.

**VI. CAUSES OF ACTION**

**Count I: Trademark Infringement  
(Lanham Act § 32; 15 U.S.C. § 1114)**

132. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

133. The Amazon Marks are valid, distinctive, protectable marks that have been registered as trademarks on the principal register in the United States Patent and Trademark Office.

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134. Amazon is the owner and registrant of the Amazon Marks.

135. Defendants have used the Amazon Marks without authorization in commerce in connection with the sale of their products and services in a manner that is designed, intended, and likely to cause confusion or to cause mistake or to deceive consumers as to the origin, source, sponsorship or affiliation of Defendants' goods and services, and is designed, intended, and likely to cause consumers to believe, contrary to fact, that Defendants' goods or services are sold, authorized, endorsed, or sponsored by Amazon, or that Defendants are in some way affiliated with or sponsored by Amazon. Defendants Chris Bowser and Adam Bowser each have authorized, directed, and/or personally participated in these acts, as outlined above.

136. Defendants' conduct constitutes trademark and service mark infringement in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

137. Upon information and belief, Defendants have committed the foregoing acts of infringement with full knowledge of Amazon's rights in the Amazon Marks and with the willful and deliberate intent to cause confusion and trade on Amazon's goodwill.

138. Defendants' unauthorized and unlawful conduct is causing immediate and irreparable harm to Amazon and its goodwill and reputation, and will continue to both damage Amazon and confuse the public unless enjoined by this Court, including an order of destruction of all of Defendants' infringing materials. Amazon has no adequate remedy at law. Amazon is entitled to, among other relief, injunctive relief and an award of actual damages, Defendants' profits, enhanced damages and profits, reasonable attorneys' fees, and costs of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

**Count II: False Association/Federal Unfair Competition  
(Lanham Act, § 43(a); 15 U.S.C. § 1125(a))**

139. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

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140. Defendants' unauthorized use in commerce of the Amazon Marks as alleged herein is designed, intended, and likely to deceive consumers as to the origin, source, sponsorship, or affiliation of Defendants' goods and services, and is designed, intended, and likely to cause consumers to believe, contrary to fact, that Defendants' goods and services are sold, authorized, endorsed, or sponsored by Amazon, or that Defendants are affiliated with or sponsored by Amazon. Defendants Chris Bowser and Adam Bowser each have authorized, directed, and/or personally participated in these acts, as outlined above.

141. Defendants' conduct as alleged herein constitutes unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A).

142. Upon information and belief, Defendants' conduct as alleged herein is willful and is intended to and is likely to cause confusion, mistake, or deception as to the affiliation, connection, or association of Defendant with Amazon.

143. Defendants' conduct as alleged herein is causing immediate and irreparable harm and injury to Amazon, and to its goodwill and reputation, and will continue to both damage Amazon and confuse the public unless enjoined by this Court. Amazon has no adequate remedy at law.

144. Amazon is entitled to, among other relief, injunctive relief and an award of actual damages, Defendants' profits, enhanced damages and profits, reasonable attorneys' fees, and costs of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

**Count III: False Advertising/Unfair Competition  
(Lanham Act § 43(a); 15 U.S.C. § 1125(a))**

145. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

146. Defendants' unauthorized use in commerce of Amazon's Marks as alleged herein in combination with the Defendants' conduct in, among other things: 1) creating or causing

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1 consumers to create false product reviews on Amazon's ecommerce marketplace; 2) creating or  
 2 causing consumers to create multiple Amazon seller accounts for the purpose of deceiving  
 3 Amazon and consumers; 3) misrepresenting wholesale products sold to consumers for the purpose  
 4 of reselling the products with inaccurate descriptions on Amazon's ecommerce marketplace; and  
 5 4) misrepresenting products and services on Amazon's ecommerce marketplace for the purpose of  
 6 deceiving or confusing Amazon and consumers, constitutes use of a false designation of origin and  
 7 misleading description and representation of fact, and constitutes unfair competition in violation of  
 8 Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B). Defendants Chris Bowser and  
 9 Adam Bowser each have authorized, directed, and/or personally participated in these acts, as  
 10 outlined above.

11 147. Defendants' unauthorized use of Amazon's Marks in combination with their  
 12 conduct and statements as alleged herein deceived or had the capacity to deceive Amazon, its  
 13 Sellers, and its customers as to who the Sellers of the services and products are and whether  
 14 Defendants were selling genuine or quality products to its student Sellers, some of which  
 15 Defendants then listed for sale on the Amazon marketplace on behalf of those Sellers for the  
 16 purpose of deceiving Amazon and Amazon's customers. Defendants' deceptive acts were  
 17 material to Amazon's decision to allow Defendants' student Sellers to sell their goods on the  
 18 Amazon marketplace because Amazon would not have permitted them to sell Defendants'  
 19 counterfeit and/or mislabeled goods but for the deceptive acts.

20 148. Defendants' deceptive acts and statements were also material to Amazon's  
 21 customers and likely to influence their buying decisions, because Amazon customers rely on  
 22 Amazon and Amazon Sellers to only sell genuine and accurately-advertised products. Upon  
 23 information and belief, Defendants' conduct as alleged herein is willful and is intended to and is  
 24 likely to cause confusion, mistake or deception as to the affiliation, connection, or association of  
 25 Defendants with Amazon and constitutes willful false statements in connection with goods and/or  
 26

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1 services distributed in commerce, in violation of Section 43(a) of the Lanham Act, 15 U.S.C.  
2 § 1125(a).

3 149. Defendants' conduct as alleged herein is causing immediate and irreparable harm  
4 and injury to Amazon, and to its goodwill and reputation, and will continue to both damage  
5 Amazon and confuse the public unless enjoined by this Court. Amazon has no adequate remedy at  
6 law.

7 150. Amazon is entitled to, among other relief, injunctive relief and an award of actual  
8 damages, Defendants' profits, enhanced damages and profits, reasonable attorneys' fees, and costs  
9 of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with  
10 prejudgment and post-judgment interest.

11 **Count IV: Dilution and Tarnishment of a Famous Mark**  
12 **(Lanham Act § 43(c); 15 U.S.C. § 1125(c))**

13 151. Amazon incorporates by reference the allegations of each and every one of the  
14 preceding paragraphs as though fully set forth herein.

15 152. Without Amazon's authorization, Defendants have used and are using the Amazon  
16 Marks and confusingly similar marks to sell their products and services to Amazon Sellers and  
17 those desiring to become Sellers on Amazon's ecommerce marketplace. Defendants have used the  
18 Amazon Marks and confusingly similar marks in interstate commerce, wrongfully capitalizing on  
19 Amazon's reputation and goodwill to induce Amazon Sellers or potential Sellers to buy their  
20 products and services. Defendants Chris Bowser and Adam Bowser each have authorized,  
21 directed, and/or personally participated in these acts, as outlined above.

22 153. The Amazon Marks are distinctive and familiar to millions of Amazon's customers  
23 and identified with Amazon's goods and services. They are famous trademarks within the  
24 meaning of 15 U.S.C. § 1125(c).

25 154. Defendants' acts as alleged herein have diluted and will, unless enjoined, continue  
26 to dilute and are likely to dilute the distinctive quality of Amazon's famous Amazon Marks.

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155. Defendants' acts as alleged herein, have tarnished and will, unless enjoined, continue to tarnish, and are likely to tarnish Amazon's Marks by undermining and damaging the valuable goodwill associated with the Amazon Marks.

156. Upon information and belief, Defendants' acts as alleged herein are intentional and willful in violation of Section 43(c)(1) of the Lanham Act, 15 U.S.C. § 1125(c)(1), and have already caused Amazon irreparable damage, and will, unless enjoined, continue to so damage Amazon, which has no adequate remedy at law.

157. Amazon is entitled to, among other relief, injunctive relief and an award of actual damages, Defendants' profits, enhanced damages and profits, reasonable attorneys' fees, and costs of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

#### **Count V: Tortious Interference**

158. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

159. Amazon has a contractual relationship with each of its Sellers, who are required to agree to the terms and conditions outlined in the BSA and the policies and guidelines incorporated by reference therein.

160. Defendants know that each Seller must agree to the BSA as a condition of selling on Amazon.

161. Defendants know that Sellers are contractually prohibited from maintaining more than one Amazon store without express authorization from Amazon. Despite this knowledge, Defendants provide instruction to their students on how to open more than one Amazon store in a way intended to avoid detection by Amazon, in violation of the BSA and Amazon's published policies. Defendants also offer to provide students who purchase the "Diamond" level continuing education package with a laptop for the express purpose of breaching their contracts with Amazon

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1 by establishing a second store that Amazon would have difficulty linking to the student's original  
 2 seller account.

3 162. Defendants know that Amazon Sellers are contractually prohibited by the BSA  
 4 from manipulating reviews of their products. Despite this knowledge, Defendants instruct their  
 5 student Sellers to obtain fraudulent product reviews from friends, family, other FBA-Stores  
 6 students, or from companies in the business of selling fake reviews.

7 163. Defendants also know that Sellers are contractually prohibited from selling  
 8 counterfeit goods on the Amazon marketplace and otherwise providing misleading and inaccurate  
 9 product listings. Despite this knowledge, and for the purpose of encouraging Sellers to violate  
 10 their contracts with Amazon, Defendants supply mislabeled and/or inauthentic goods to the FBA-  
 11 Stores student Sellers and then represent those goods as genuine articles when listing those  
 12 products on behalf of those Sellers through Amazon's Seller Central interface. Defendants also  
 13 misrepresent the condition, quality, and/or description of certain genuine articles when listing  
 14 those products on behalf of the FBA-Stores student Sellers, in violation of the BSA.

15 164. Through their conduct, Defendants intended to disrupt and, with malice and  
 16 through unfair means, did interfere with the performance of Amazon's contracts with the FBA-  
 17 Stores student Sellers. Defendants induced some student Sellers to engage in behavior Defendants  
 18 knew violated the terms of Amazon's BSA and incorporated policies. In addition, Defendants –  
 19 acting on behalf of certain student Sellers and using their access to the students' Seller accounts –  
 20 themselves took direct action that resulted in a breach of student Seller contracts with Amazon by:

- 21 • Setting up second seller accounts for students as part of FBA-Stores' "Diamond-  
 22 level" package on laptops provided expressly for that purpose;
- 23 • Providing and/or facilitating fake positive product reviews; and
- 24 • Preparing and inputting inaccurate product listings for their student Sellers using  
 25 access to their students' Amazon Seller accounts.

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165. Defendants Chris Bowser and Adam Bowser each have authorized, directed, and/or personally participated in these acts, as outlined above.

166. Defendants' acts have damaged Amazon's reputation. Defendants' acts also have caused Amazon to incur internal expenses associated with increased customer service complaints and seller account representative involvement.

167. Defendants' acts have caused irreparable injury to Amazon and will continue to cause irreparable injury absent an injunction. The injury to Amazon is and continues to be ongoing and irreparable. An award of monetary damages cannot fully compensate Amazon for its injuries, and Amazon lacks an adequate remedy at law.

168. Amazon is entitled to injunctive relief enjoining Defendants' wrongful interference, as well as all other remedies including, but not limited to, compensatory damages, and an award of prejudgment and post judgment interest.

## VII. PRAYER FOR RELIEF

WHEREFORE, Amazon respectfully prays for the following relief:

A. That the Court enter judgment in Amazon's favor on all claims brought by Amazon;

B. That the Court issue an order permanently enjoining Defendants, their officers, agents, representatives, servants, employees, successors and assigns, and all others in active concert or participation with them, from:

- (i) using the Amazon Marks or marks confusingly similar to the Amazon Marks;
- (ii) holding themselves or their companies out to be affiliated with or sponsored or endorsed by Amazon;
- (iii) posting or causing anyone to post fraudulent product reviews in Amazon's ecommerce marketplace or from otherwise manipulating or causing others to manipulate product reviews;

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(iv) interfering directly or indirectly in Amazon's contractual relationships with its Sellers; and

(v) assisting, instructing, aiding or abetting any other person or business entity in engaging or performing any of the activities referred to in subparagraphs (i) - (iv) above;

C. That the Court enter an order requiring forfeiture and/or destruction of all materials displaying the Amazon Marks without authorization;

D. That the Court enter an order requiring disgorgement of Defendants' profits and awarding Amazon compensatory and treble damages, including prejudgment and post-judgment interest;

E. That the Court enter an order requiring Defendants to pay to Amazon both the costs of this action and the reasonable attorneys' fees incurred by Amazon in prosecuting this action; and

F. That the Court grant Amazon such other, further, and additional relief as the Court deems just and equitable.

DATED this 6th day of December, 2017.

SUMMIT LAW GROUP PLLC  
Attorneys for Plaintiff Amazon.com, Inc.

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# EXHIBIT 1



Seller Central Help

[Close Window](#)

## Amazon Services Business Solutions Agreement

### General Terms

Welcome to **Amazon Services Business Solutions**, a suite of optional services for sellers including: [Selling on Amazon](#), [Fulfillment by Amazon](#), [Amazon Clicks](#), [Transaction Processing Services](#), and the [Marketplace Web Service](#).

THIS AMAZON SERVICES BUSINESS SOLUTIONS AGREEMENT (THE "**AGREEMENT**") CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT AND AMAZON. BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND PROGRAM POLICIES THAT APPLY FOR EACH COUNTRY FOR WHICH YOU REGISTER OR ELECT TO USE A SERVICE (IN EACH CASE, THE "**ELECTED COUNTRY**").

As used in this Agreement, "**we**," "**us**," and "**Amazon**" means the applicable Amazon Contracting Party and any of its applicable Affiliates, and "**you**" means the applicant (if registering for or using a Service as an individual), or the business employing the applicant (if registering for or using a Service as a business) and any of its Affiliates. Capitalized terms have the meanings given to them in this Agreement. If there is a conflict among terms in this Agreement, the Program Policies will prevail over any applicable Service Terms and the General Terms, and the applicable Service Terms will prevail over the General Terms.

### 1. Enrollment.

To begin the enrollment process, you must complete the registration process for one or more of the Services. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable Law (for example, the Elected Country may not allow minors to use the Services). As part of the application, you must provide us with your (or your business') legal name, address, phone number and e-mail address. We may at any time cease providing any or all of the Services at our sole discretion and without notice.

### 2. Service Fee Payments; Receipt of Sales Proceeds.

Fee details are described in the applicable Service Terms and Program Policies. You are responsible for all of your expenses in connection with this Agreement. To use a Service, you must provide us with valid credit card information from a credit card or credit cards acceptable by Amazon ("**Your Credit Card**") as well as valid bank account information for a bank account or bank accounts acceptable by Amazon (conditions for acceptance may be modified or discontinued by us at any time without notice) ("**Your Bank Account**"). You will use only a name you are authorized to use in connection with a Service and will update all of the information you provide to us in connection with the Services as necessary to ensure that it at all times remains accurate, complete, and valid. You authorize us (and will provide us documentation evidencing your authorization upon our request) to verify your information (including any updated information), to obtain credit reports about you from time to time, to obtain credit authorizations from the issuer of Your Credit Card, and to charge Your Credit Card or debit Your Bank Account for any sums payable by you to us (in reimbursement or otherwise). All payments to you will be remitted to Your Bank Account through a banking network or by other means specified by us.

**If we determine that your actions or performance may result in returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to Amazon or third parties, then we may in our sole discretion withhold any payments to you for as long as**



**we determine any related risks to Amazon or third parties persist. For any amounts that we determine you owe us, we may (a) charge Your Credit Card or any other payment instrument you provide to us; (b) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you or amounts we may owe you; (c) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (d) reverse any credits to Your Bank Account; or (e) collect payment or reimbursement from you by any other lawful means. If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, or to repeatedly violate our Program Policies, then we may in our sole discretion permanently withhold any payments to you.** Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency.

In addition, we may require that you pay other amounts to secure the performance of your obligations under this Agreement or to mitigate the risk of returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to Amazon or third parties. These amounts may be refundable or nonrefundable in the manner we determine, and failure to comply with terms of this Agreement, including any applicable Program Policies, may result in their forfeiture.

As a security measure, we may, but are not required to, impose transaction limits on some or all customers and sellers relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time. We will not be liable to you: (i) if we do not proceed with a transaction or disbursement that would exceed any limit established by us for a security reason, or (ii) if we permit a customer to withdraw from a transaction because an Amazon Site or Service is unavailable following the commencement of a transaction.

### **3. Term and Termination.**

The term of this Agreement will start on the date of your completed registration for or use of a Service, whichever occurs first, and continue until terminated by us or you as provided in this Agreement (the "**Term**"). We may terminate or suspend this Agreement or any Service for any reason at any time by notice to you. You may terminate this Agreement or any Service for any reason at any time by the means then specified by Amazon. Termination or suspension of a Service will not terminate or suspend any other Service unless explicitly provided. Upon termination, all rights and obligations of the parties under this Agreement will terminate, except that Sections 2, 3, 4, 5, 6, 7, 8, 9, 11, 14, 15, 16, and 19 will survive termination. Any terms that expressly survive according to the applicable Service Terms will also survive termination.

### **4. License.**

You grant us a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of Your Materials, and to sublicense the foregoing rights to our Affiliates and operators of Amazon Associated Properties; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Trademarks (provided you are unable to do so using standard functionality made available to you via the applicable Amazon Site or Service); provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a license from you or your Affiliates under applicable Law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party).

### **5. Representations.**

You represent and warrant to us that: (a) if you are a business, you are duly organized, validly existing and in good standing under the Laws of the country in which your business is registered and that you are registering for the Service(s) within such country; (b) you have all requisite right,

power, and authority to enter into this Agreement, perform your obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by you or your Affiliates to Amazon or its Affiliates is at all times accurate and complete; (d) you and your financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority; and (e) you and all of your subcontractors, agents, and suppliers will comply with all applicable Laws in your performance of your obligations and exercise of your rights under this Agreement.

#### **6. Indemnification.**

You release us and agree to indemnify, defend, and hold harmless us, our Affiliates, and our and their respective officers, directors, employees, representatives, and agents against any claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) (each, a "**Claim**") arising from or related to: (a) your actual or alleged breach of any obligations in this Agreement; (b) any of Your Sales Channels other than Amazon Sites and Amazon Associated Properties, Your Products (including their offer, sale, performance, and fulfillment), Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death, or property damage related thereto; (c) Your Personnel (including any act or omission of Your Personnel or any Claim brought or directed by Your Personnel); or (d) Your Taxes. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any Indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

#### **7. Disclaimer & General Release.**

a. THE AMAZON SITES AND THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH THE SERVICES, ARE PROVIDED "AS-IS." AS A USER OF THE SERVICES, YOU USE THE AMAZON SITES, THE SERVICES, THE MWS SITE, AND SELLER CENTRAL AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES DISCLAIM: (i) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (ii) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE AMAZON SITES AND THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF ANY TRANSACTIONS.

b. BECAUSE AMAZON IS NOT INVOLVED IN TRANSACTIONS BETWEEN CUSTOMERS AND SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH PARTICIPANT RELEASES AMAZON (AND ITS AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

#### **8. Limitation of Liability.**

WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY, OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS DURING THE PRIOR SIX MONTH PERIOD PAID BY YOU TO AMAZON IN CONNECTION WITH THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.

#### **9. Insurance.**

If the gross proceeds from Your Transactions exceed the applicable Insurance Threshold during each month over any period of three (3) consecutive months, or otherwise if requested by us, then within thirty (30) days thereafter, you will maintain at your expense throughout the remainder of the Term for each applicable Elected Country commercial general, umbrella or excess liability insurance with the Insurance Limits per occurrence and in aggregate covering liabilities caused by or occurring in conjunction with the operation of your business, including products, products/completed operations and bodily injury, with policy(ies) naming Amazon and its assignees as additional insureds. At our request, you will provide to us certificates of insurance for the coverage to the following address: c/o Amazon, P.O. Box 81226, Seattle, WA 98108-1226, Attention: Risk Management.

#### **10. Tax Matters.**

As between the parties, you will be responsible for the collection, reporting, and payment of any and all of Your Taxes, except to the extent Amazon expressly agrees to receive taxes or other transaction-based charges in connection with tax calculation services made available by Amazon and used by you. You agree to and will comply with the Tax Policies. All fees payable by you to Amazon under this Agreement or the applicable Service Terms are exclusive of any applicable taxes, and you will be responsible for paying Amazon any of Your Taxes imposed on such fees.

#### **11. Confidentiality.**

During the course of your use of the Services, you may receive information relating to us or to the Services, including but not limited to Amazon Transaction Information, that is not known to the general public ("**Confidential Information**"). You agree that: (a) all Confidential Information will remain Amazon's exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your participation in the Services; (c) you will not otherwise disclose Confidential Information to any other Person; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. You may not issue any press release or make any public statement related to the Services, or use our name, trademarks, or logo, in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way.

#### **12. Force Majeure.**

We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

#### **13. Relationship of Parties.**

Subject to the Transaction Processing Service Terms (if the Elected Country for a Service is the United States), you and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. This Agreement will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties,

covenants, conditions, and provisions in this Agreement are intended to be and are for the sole and exclusive benefit of Amazon, you, and customers. As between you and us, you will be solely responsible for all obligations associated with the use of any third party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section.

#### **14. Use of Amazon Transaction Information.**

You will not, and will cause your Affiliates not to, directly or indirectly: (a) disclose any Amazon Transaction Information (except that you may disclose that information solely as necessary for you to perform your obligations under this Agreement if you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information); (b) use any Amazon Transaction Information for any marketing or promotional purposes whatsoever, or otherwise in any way inconsistent with our or your privacy policies or applicable Law; (c) contact a Person that has ordered Your Product with the intent to collect any amounts in connection therewith or to influence that Person to make an alternative transaction; (d) disparage us, our Affiliates, or any of their or our respective products or services or any customer; or (e) target communications of any kind on the basis of the intended recipient being an Amazon Site user. In addition, you may only use tools and methods that we designate to communicate with Amazon Site users regarding Your Transactions, including for the purpose of scheduling, communicating, or cancelling the fulfillment of Your Products. The terms of this Section 14 do not prevent you from using other information that you acquire without reference to Amazon Transaction Information for any purpose, even if that information is identical to Amazon Transaction Information, provided that you do not target communications on the basis of the intended recipient being an Amazon Site user.

#### **15. Suggestions and Other Information.**

If you or any of your Affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to any Amazon Site or Service (including any related Technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history, and posted content. If we make suggestions on using the Services, you are responsible for any actions you take based on our suggestions.

#### **16. Modification.**

We may amend any of the terms and conditions contained in this Agreement at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on Seller Central, on the MWS Site, or on the applicable Amazon Site, and you are responsible for reviewing these locations and informing yourself of all applicable changes or notices. All notice of changes to the General Terms and the Service Terms will be posted for at least 30 days. Changes to Program Policies may be made without notice to you. You should refer regularly to Seller Central and the MWS Site, as applicable, to review the current Agreement (including the Service Terms and Program Policies) and to be sure that the items you offer can be offered via the applicable Service. YOUR CONTINUED USE OF A SERVICE AFTER AMAZON'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.

#### **17. Password Security.**

Any password we provide to you may be used only during the Term to access Seller Central (or other tools we provide, including the MWS Site, as applicable) to use the Services, electronically accept Your Transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account in accordance with this Agreement)

and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.

#### 18. Export.

You will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

#### 19. Miscellaneous.

The Governing Laws will govern this Agreement, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. If the Elected Country is Japan, Amazon and you both consent that any dispute with Amazon or its Affiliates or claim relating in any way to your use of the Services or this Agreement as it relates to your use of the Services in Japan will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts. If the Elected Country is the United States, Canada, or Mexico, **Amazon and you both consent that any dispute with Amazon or its Affiliates or claim relating in any way to this Agreement or your use of the Services will be resolved by binding arbitration as described in this paragraph, rather than in court**, except that (i) you may assert claims in a small claims court that is a Governing Court if your claims qualify and (ii) you or we may bring suit in the Governing Courts, submitting to the jurisdiction of the Governing Courts and waiving our respective rights to any other jurisdiction, to enjoin infringement or other misuse of intellectual property rights. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, CSC Services of Nevada, Inc., 2215-B Renaissance Drive, Las Vegas, NV 89119. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Amazon will not seek attorneys' fees and costs from you in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person at a mutually agreed location. **Amazon and you each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **Amazon and you each waive any right to a jury trial.**

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Agreement subsequently.

We have the right in our sole discretion to determine the content, appearance, design, functionality, and all other aspects of the Services, including by redesigning, modifying, removing, or restricting access to any of them.

Because Amazon is not your agent (except for the limited purpose set out in the Transaction Processing Service Terms (if the Elected Country for a Service is the United States)), or the customer's agent for any purpose, Amazon will not act as either party's agent in connection with resolving any disputes between participants related to or arising out of any transaction.

We will send all notices and other communications regarding this Agreement to you at the e-mail addresses you designated for notifications and updates in your program application or within Seller Central or the MWS Site, as applicable, or by any other means then specified by Amazon. We may also communicate with you electronically and in other media, and you consent to such communications regardless of any "E-mail Preferences" (or similar preferences or requests) you may have Indicated on the applicable Amazon Site, on Seller Central, on the MWS Site, or by any other means. You may change your e-mail addresses and certain other information in Seller Central and the MWS Site, as applicable. You will ensure that all of your information is up to date and accurate at all times. You must send all notices and other communications relating to Amazon to our Merchant Services Team by using the Contact Us form.

This Agreement incorporates and you accept the applicable Service Terms and Program Policies, which Amazon may modify from time to time. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. If the Elected Country is Canada, then it is the express wish of the parties that this Agreement and the applicable Service Terms and Program Policies have been drafted in English. (The following is a French translation of the preceding sentence: Si le pays de service est le Canada, les parties conviennent que la présente autorisation et tous les termes et conditions applicables s'y rattachant soient rédigés en anglais.) If the Elected Country is any country other than Japan, we may make available translations to this Agreement and the applicable Service Terms and Program Policies, but the English version will control. This Agreement represents the entire agreement between the parties with respect to the Services and related subject matter and supersedes any previous or contemporaneous oral or written agreements and understandings.

#### Definitions

As used in this Agreement, the following terms have the following meanings:

**"Affiliate"** means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with that entity.

**"Amazon Associated Properties"** means any website or other online point of presence, mobile application, service or feature, other than an Amazon Site, through which any Amazon Site, or products or services available on any of them, are syndicated, offered, merchandised, advertised, or described.

**"Amazon Contracting Party"** means the party outlined below.

- If the Elected Country is Canada:

Service	Amazon Contracting Party
Selling on Amazon	Amazon Services International, Inc.
Selling on Amazon (If your account is enabled to list Optional Coverage Plans)	Amazon Services Contracts, Inc.
Fulfillment by Amazon	Amazon.com.ca, Inc.
Amazon Clicks	Amazon Services International, Inc.

- If the Elected Country is Japan:

Service	Amazon Contracting Party
Selling on Amazon	Amazon Japan G.K.
Fulfillment by Amazon	Amazon Japan G.K.

Amazon Clicks	Amazon Japan G.K.
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- If the Elected Country is Mexico:

Service	Amazon Contracting Party
Selling on Amazon	Servicios Comerciales Amazon México S. de R.L. de C.V.
Fulfillment by Amazon	Servicios Comerciales Amazon México S. de R.L. de C.V.
Amazon Clicks	Servicios Comerciales Amazon México S. de R.L. de C.V.

- If the Elected Country is the United States:

Service	Amazon Contracting Party
Selling on Amazon	Amazon Services LLC
Selling on Amazon (if your account is enabled to list Optional Coverage Plans)	Amazon Services Contracts, Inc.
Fulfillment by Amazon	Amazon Services LLC
Amazon Clicks	Amazon Services LLC
Transaction Processing Services	Amazon Payments, Inc.

- If you register for or use the Marketplace Web Service, the Amazon Contracting Party is the Contracting Party that provides the applicable Service you use in connection with the Marketplace Web Service.

**"Amazon Site"** means, as applicable, the CA Amazon Site, the JP Amazon Site, the MX Amazon Site, or the US Amazon Site.

**"Amazon Transaction Information"** means, collectively, Order Information and any other data or information acquired by you or your Affiliates from Amazon, its Affiliates, or otherwise as a result of this Agreement, the transactions contemplated by this Agreement, or the parties' performance under this Agreement.

**"CA Amazon Site"** means the website, the primary home page of which is identified by the url [www.amazon.ca](http://www.amazon.ca), and any successor or replacement of such website.

**"Content"** means copyrightable works under applicable Law and content protected by database rights under applicable Law.

**"Excluded Products"** means the items described on the applicable Restricted Products pages in Seller Central, any other applicable Program Policy, or any other information made available to you by Amazon.

**"Governing Courts"** means the applicable one of the following:

- the state or Federal court in King County, Washington (if the Elected Country is Canada, Mexico, or the United States),
- Tokyo District Court or Tokyo Summary Court depending upon the amount of the claim made (if the Elected Country is Japan).

**"Governing Laws"** means the applicable one of the following:

- the laws of the State of Washington, United States together with the Federal Arbitration Act and other applicable federal law (if the Elected Country is Canada, Mexico, or the United States),
- the laws of Japan (if the Elected Country is Japan).

**"Insurance Limits"** means the applicable one of the following:

- One Million Canadian Dollars (\$1,000,000) (if the Elected Country is Canada),
- One Hundred Million Japanese Yen (¥100,000,000) (if the Elected Country is Japan),
- Ten Million Mexican Pesos (\$10,000,000) (if the Elected Country is Mexico),
- One Million U.S. Dollars (\$1,000,000) (if the Elected Country is the United States).

**"Insurance Threshold"** means the applicable one of the following:

- Ten Thousand Canadian Dollars (\$10,000) (if the Elected Country is Canada),
- One Million Japanese Yen (¥1,000,000) (if the Elected Country is Japan),
- One Hundred Thousand Mexican Pesos (\$100,000) (if the Elected Country is Mexico),
- Ten Thousand U.S. Dollars (\$10,000) (if the Elected Country is the United States).

**"Intellectual Property Right"** means any patent, copyright, Trademark, domain name, moral right, trade secret right, or any other Intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

**"JP Amazon Site"** means that website, the primary home page of which is identified by the url [www.amazon.co.jp](http://www.amazon.co.jp), and any successor or replacement of such website.

**"Law"** means any law, ordinance, rule, regulation, order, license, permit, judgment, decision, or other requirement, now or in the future in effect, of any governmental authority (e.g., on a federal, state, or provincial level, as applicable) of competent jurisdiction.

**"Local Currency"** means the applicable one of the following:

- U.S. Dollars (if the Elected Country is the United States),
- Canadian Dollars (if the Elected Country is Canada),
- Mexican Pesos (if the Elected Country is Mexico),
- Japanese Yen (if the Elected Country is Japan).

**"MX Amazon Site"** means the website, the primary home page of which is identified by the url [www.amazon.com.mx](http://www.amazon.com.mx), and any successor or replacement of such website.

**"MWS Site"** means that website (and any successor or replacement of such website), the primary homepage of which is currently located at <http://developer.amazonservices.com/>.

**"Optional Coverage Plans"** means warranties, extended service plans and related offerings, in each case as determined by us, that you offer.

**"Order Information"** means, with respect to any of Your Products ordered through an Amazon Site, the order information and shipping information that we provide or make available to you.

**"Person"** means any individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division, or other cognizable entity, whether or not having distinct legal existence.

**"Program Policies"** means all terms, conditions, policies, guidelines, rules, and other information on the applicable Amazon Site, on Seller Central, or on the MWS Site, including those shown on the "Policies and Agreements" section of Seller Central or elsewhere in the "Help" section of Seller Central (and, for purposes of the Fulfillment by Amazon Service, specifically including the [FBA Guidelines](#)).

**"Sales Proceeds"** means the gross proceeds from any of Your Transactions, including all shipping and handling, gift wrap and other charges, and including taxes and customs duties to the extent specified in the applicable [Tax Policies](#).



**"Seller Central"** means the online portal and tools made available by Amazon to you, for your use in managing your orders, inventory, and presence on a particular Amazon Site or any other online point of presence.

**"Service"** means each of the following services: Selling on Amazon, Fulfillment by Amazon, Amazon Clicks (including Amazon Sponsored Products), the Marketplace Web Service, and, if the Elected Country for a Service is the United States, the Transaction Processing Services, together in each case with any related services and materials we make available.

**"Service Terms"** means the service terms applicable to each Service, which are made part of this Agreement upon the date you elect to register for or use the applicable Service, and any subsequent modifications we make to those terms.

**"Technology"** means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles, and discoveries protected or protectable under the Laws of any jurisdiction; (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology, or other functional item.

**"Trademark"** means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia, or any other source or business identifier, protected or protectable under any Laws.

**"US Amazon Site"** means that website, the primary home page of which is identified by the url [www.amazon.com](http://www.amazon.com), and any successor or replacement of such website.

**"Your Materials"** means all Technology, Your Trademarks, Content, Your Product Information, data, materials, and other items or information provided or made available by you or your Affiliates to Amazon or its Affiliates.

**"Your Personnel"** means any third party warranting, administering or otherwise involved in the offer, sale, performance, or fulfillment of Your Products, including any of your employees, representatives, agents, contractors, or subcontractors.

**"Your Product"** means any product or service (including Optional Coverage Plans) that you: (a) have offered through the Selling on Amazon Service; (b) have made available for advertising through the Amazon Clicks Service; or (c) have fulfilled or otherwise processed through the Fulfillment by Amazon Service.

**"Your Sales Channels"** means all sales channels and other means through which you or any of your Affiliates offers products or services, other than physical stores.

**"Your Taxes"** means any and all sales, goods and services, use, excise, premium, import, export, value added, consumption, and other taxes, regulatory fees, levies (specifically including environmental levies), or charges and duties assessed, incurred, or required to be collected or paid for any reason (a) in connection with any advertisement, offer or sale of products or services by you on or through or in connection with the Services; (b) in connection with any products or services provided for which Your Products are, directly or indirectly, involved as a form of payment or exchange; or (c) otherwise in connection with any action, inaction, or omission of you or your Affiliates, or any Persons providing products or services, or your or their respective employees, agents, contractors, or representatives, for which Your Products are, directly or indirectly, involved as a form of payment or exchange. Also, if the Elected Country is the United States, Mexico, or Canada, as it is used in the Fulfillment by Amazon Service Terms, this defined term also means any of the types of taxes, duties, levies, or fees mentioned above that are imposed on or collectible by Amazon or any of its Affiliates in connection with or as a result of fulfillment services including the storage of inventory or packaging of Your Products and other materials owned by you and stored by Amazon, shipping, gift wrapping, or other actions by Amazon in relation to Your Products pursuant to the Fulfillment by Amazon Service Terms.

**"Your Trademarks"** means Trademarks of yours that you provide to us: (a) in non-text form for branding purposes; and (b) separate from (and not embedded or otherwise incorporated in) any product specific information or materials.

**"Your Transaction"** means any sale of Your Product(s) through an Amazon Site.

## **Selling on Amazon Service Terms**

The Selling on Amazon Service ("**Selling on Amazon**") is a Service that allows you to offer certain products and services directly on the Amazon Sites.

These Selling on Amazon Service Terms are part of the Agreement, but, unless specifically provided otherwise, concern and apply only to your participation in Selling on Amazon. BY REGISTERING FOR OR USING THE SELLING ON AMAZON SERVICE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING THESE SELLING ON AMAZON SERVICE TERMS. **NOTWITHSTANDING THE PREVIOUS SENTENCE, IF YOU HAVE ENTERED INTO A SEPARATE AGREEMENT THAT PERMITS YOU TO OFFER YOUR PRODUCTS THROUGH A PARTICULAR AMAZON SITE (E.G., A MERCHANTS@AMAZON.COM PROGRAM AGREEMENT, MERCHANTS@AMAZON.CO.JP PROGRAM AGREEMENT OR ANY PREDECESSOR OF THOSE AGREEMENTS), THEN TO THE EXTENT THAT YOU CONTINUE TO LIST AND SELL YOUR PRODUCTS ON THAT AMAZON SITE PURSUANT TO SUCH SEPARATE AGREEMENT, TRANSACTIONS OF YOUR PRODUCTS ON THAT AMAZON SITE AND ANY TAX SERVICES WE MAKE AVAILABLE UNDER THAT AGREEMENT ARE GOVERNED BY THE TERMS OF THAT AGREEMENT AND NOT BY THESE SELLING ON AMAZON SERVICE TERMS.**

### **S-1 Your Product Listings and Orders.**

**S-1.1 Products and Product Information.** You will provide in the format we require accurate and complete Required Product Information for each product or service that you offer through any Amazon Site and promptly update that information as necessary to ensure it at all times remains accurate and complete. You will also ensure that Your Materials, Your Products (including packaging) and your offer and subsequent sale of any of the same on any Amazon Site comply with all applicable Laws (including all minimum age, marking and labeling requirements) and do not contain any sexually explicit (except to the extent expressly permitted under our applicable Program Policies), defamatory or obscene materials. You may not provide any information for, or otherwise seek to offer any Excluded Products on any Amazon Sites; or provide any URL Marks for use, or request that any URL Marks be used, on any Amazon Site.

**S-1.2 Product Listing; Merchandising; Order Processing.** We will enable you to list Your Products on a particular Amazon Site, and conduct merchandising and promote Your Products as permitted by us (including via the Amazon Associated Properties or any other functions, features, advertising, or programs on or in connection with the applicable Amazon Site). We may use mechanisms that rate, or allow shoppers to rate, Your Products and your performance as a seller and Amazon may make these ratings and feedback publicly available. We will provide Order Information to you for each order of Your Products through the applicable Amazon Site. We will also receive all Sales Proceeds on your behalf for each of these transactions and will have exclusive rights to do so, and will remit them to you in accordance with these Selling on Amazon Service Terms.

**S-1.3 Shipping and Handling Charges.** For Your Products ordered by customers on or through an Amazon Site that are not fulfilled using Fulfillment by Amazon, you will determine the shipping and handling charges subject to our Program Policies and standard functionality (including any category-based shipping and handling charges we determine, such as for products offered by sellers on the Individual selling plan and BMVD Products generally). When we determine the shipping and handling charges, you will accept them as payment in full for your shipping and handling. Please refer to the Fulfillment by Amazon Service Terms for Your Products that are fulfilled using Fulfillment by Amazon.

**S-1.4 Credit Card Fraud.** We will bear the risk of credit card fraud (i.e., a fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Your Transactions except in connection with Seller-Fulfilled Products that are not fulfilled strictly in accordance with the Order Information and Shipment Information. You will bear all

other risk of fraud or loss. We may in our sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop, and/or cancel any of Your Transactions. You will stop or cancel orders of Your Products if we ask you to do so. If you have already transferred Your Products to a carrier or shipper when we ask you to stop or cancel an order, you will use commercially reasonable efforts to stop or cancel delivery of that order. You will refund any customer (in accordance with Section S-2.2) that has been charged for an order that we stop or cancel.

## **S-2 Sale and Fulfillment; Refunds and Returns.**

**S-2.1 Sale and Fulfillment.** Other than as described in the Fulfillment by Amazon Service Terms for each Amazon Site for which you register or use the Selling on Amazon Service, you will: (a) source, offer, sell and fulfill your Seller-Fulfilled Products, and source and, offer and sell your Amazon-Fulfilled Products, in each case in accordance with the terms of the applicable Order Information, this Agreement, and all terms provided by you or us and displayed on the applicable Amazon Site at the time of the order and be solely responsible for and bear all risk for those activities; (b) package each of Your Products in a commercially reasonable manner complying with all applicable packaging and labeling requirements and ship each of Your Products on or before its Expected Ship Date; (c) retrieve Order Information at least once each business day; (d) only cancel Your Transactions as permitted pursuant to your terms and conditions appearing on the applicable Amazon Site at the time of the applicable order or as may be required under this Agreement; (e) fulfill Your Products throughout the Elected Country (except to the extent prohibited by Law or this Agreement); (f) provide to Amazon information regarding fulfillment and order status and tracking (to the extent available), in each case as requested by us using the processes designated by us, and we may make any of this information publicly available; (g) comply with all Street Date Instructions; (h) ensure that you are the seller of each of Your Products; (i) include an order-specific packing slip, and, if applicable, any tax invoices, within each shipment of Your Products; (j) identify yourself as the seller of each of Your Products on all packing slips or other information included or provided in connection with Your Products and as the Person to which a customer may return the applicable product; and (k) except as expressly permitted by this Agreement, not send customers emails confirming orders or fulfillment of Your Products. If any of Your Products are fulfilled using Fulfillment by Amazon, the Fulfillment by Amazon Service Terms for the applicable Amazon Site will apply to the storage, fulfillment, and delivery of such Amazon-Fulfilled Products.

**S-2.2 Cancellations, Returns, and Refunds.** The Amazon Refund Policies for the applicable Amazon Site will apply to Your Products. Subject to Section F-6, for any of Your Products fulfilled using Fulfillment by Amazon, you will promptly accept, calculate, and process cancellations, returns, refunds, and adjustments in accordance with this Agreement and the Amazon Refund Policies for the applicable Amazon Site, using functionality we enable for your account. Without limiting your obligations, we may in our sole discretion accept, calculate, and process cancellations, returns, refunds, and adjustments for the benefit of customers. You will route any payments to customers in connection with Your Transactions through Amazon. We will make any payments to customers in the manner we determine, and you will reimburse us for all amounts we pay.

## **S-3 Problems with Your Products.**

**S-3.1 Delivery Errors and Nonconformities; Recalls.** You are solely responsible for any non-performance, non-delivery, misdelivery, theft, or other mistake or act in connection with the fulfillment of Your Products, except to the extent caused by: (a) credit card fraud for which we are responsible under Section S-1.4; or (b) our failure to make available to you Order Information as it was received by us or resulting from address verification. Notwithstanding the previous sentence, for those of Your Products that are fulfilled using Fulfillment by Amazon, if any, the Fulfillment by Amazon Service Terms for the applicable Amazon Site will apply to non-delivery, misdelivery, theft, or other mistake or act in connection with the fulfillment of those of Your Products. You are also responsible for any non-conformity or defect in, any public or private recall of, or safety alert of any of Your Products or other products provided in connection with Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls, or safety alerts of Your Products or other products provided in connection with Your Products.

**S-3.2 A-to-z Guarantee and Chargebacks.** If we inform you that we have received or initiated a claim under the "A-to-z Guarantee" offered on a particular Amazon Site, or any chargeback or other dispute, concerning one of Your Transactions, you will deliver to us in a format and manner we specify: (a) proof of fulfillment of Your Product(s) (as applicable); (b) the applicable Amazon order identification number; (c) a description of Your Product(s) (as applicable); and (d) any terms provided by you or us and displayed on the Amazon Site at the time of the transaction in question. If you fail to comply with the prior sentence, or if the claim, chargeback, or dispute is not caused by: (i) credit card fraud for which we are responsible under Section S-1.4; or (ii) our failure to make your Order Information available as the same was received by us or resulting from address verification, then you will promptly reimburse us in accordance with the Service Fee Payments section of this Agreement for the amount of the customer purchase (including the Purchase Price, all associated shipping and handling charges and all taxes, but excluding any associated Referral Fees retained and not subject to refund by Amazon) and all associated credit card association, bank, or other payment processing, re-presentment and/or penalty fees associated with the original purchase and any chargeback or refund, in each case to the extent paid or payable by us or our Affiliates. If the Elected Country is Japan and we receive or initiate a claim under the "A-to-z Guarantee" concerning one of Your Transactions and we determine that we are responsible for that claim then we will purchase the returned products from the customer.

#### **S-4 Parity with Your Sales Channels.**

Subject to this Section S-4, you are free to determine which of Your Products you wish to offer on a particular Amazon Site. You will maintain parity between the products you offer through Your Sales Channels and the products you list on any Amazon Site by ensuring that : (a) the Purchase Price and every other term of offer or sale of Your Product (including associated shipping and handling charges, Shipment Information, any "low price" guarantee, rebate or discount, any free or discounted products or other benefit available as a result of purchasing one or more other products, and terms of applicable cancellation, return and refund policies) is at least as favorable to Amazon Site users as the most favorable terms upon which a product is offered or sold via Your Sales Channels (excluding consideration of Excluded Offers); (b) customer service for Your Products is at least as responsive and available and offers at least the same level of support as the most favorable customer services offered in connection with any of Your Sales Channels (this requirement does not apply to customer service for payment-related issues on Your Transactions, which we will provide); and (c) the Content, product and service information, and other information under Section S-1.1 regarding Your Products that you provide to us is of at least the same level of quality as the highest quality information displayed or used in Your Sales Channels. If you become aware of any non-compliance with (a) above, you will promptly compensate adversely affected customers by making appropriate refunds to them in accordance with Section S-2.2. For Amazon-Fulfilled Products, if the shipping and handling charges associated with the sale and fulfillment of any of Your Products offered on an Amazon Site are included (and not separately stated) in the item price listed for Your Product (collectively a "**Shipping Inclusive Purchase Price**"), then the parity obligation in (a) above will be satisfied if the Shipping Inclusive Purchase Price and each other term of offer or sale for the product on the Amazon Site are at least as favorable to Amazon Site users as the purchase price and each other term of offer or sale for the product (including any and all separately stated shipping and handling charges) pursuant to which the product or service is offered or sold via any of Your Sales Channels.

#### **S-5 Compensation.**

You will pay us: (a) the applicable Referral Fees; (b) any applicable Variable Closing Fee; (c) the non-refundable Selling on Amazon Subscription Fee in advance each month; and (d) any other applicable fees described in this Agreement (including any applicable Program Policies). "**Selling on Amazon Subscription Fee**" means the fee specified as such on the Selling on Amazon Fee Schedule for the applicable Amazon Site at the time such fee is payable. With respect to each of Your Transactions: (i) "**Sales Proceeds**" has the meaning set out in this Agreement; (ii) "**Variable Closing Fee**" means the applicable fee, if any, as specified on the Variable Closing Fee Schedule for the applicable Amazon Site; and (iii) "**Referral Fee**" means the applicable fee based on the Sales Proceeds from Your Transaction through the applicable Amazon Site specified on the Selling on Amazon Fee Schedule for that Amazon Site at the time of Your Transaction, based on the

categorization by Amazon of the type of product that is the subject of Your Transaction; provided, however, that Sales Proceeds will not include any shipping charges set by us in the case of Your Transactions that consist solely of products fulfilled using Fulfillment by Amazon.

#### **S-6 Remittance of Sales Proceeds & Refunds.**

Except as otherwise stated in this Agreement, we will remit to you your available balance on a bi-weekly (14 day) (or at our option, more frequent) basis, which may vary for each Elected Country. For each remittance, your available balance is equal to any Sales Proceeds received by us or our Affiliates but not previously remitted to you as of the applicable Remittance Calculation Date (which you will accept as payment in full for Your Transactions), less: (a) the Referral Fees; (b) the applicable Variable Closing Fee; (c) any Selling on Amazon Subscription Fees; (d) any other applicable fees described in this Agreement (including any applicable Program Policies); and (e) any amounts we require you to maintain in your account balance pursuant to this Agreement (including payments withheld pursuant to Section 2 of the General Terms, Section S-1.4, and applicable Program Policies).

We may establish a reserve on your account based on our assessment of risks to Amazon or third parties posed by your actions or performance, and we may modify the amount of the reserve from time to time at our sole discretion.

When you either initially provide or later change Your Bank Account information, the Remittance Calculation Date may be deferred by up to 14 days. For sellers that registered after October 30, 2011, and are on the Individual selling plan, the remittance amount will not include Sales Proceeds from the 14-day period before the date of remittance. If you refund money to a customer in connection with one of Your Transactions, and the refund is routed through us (or our Affiliate), on the next available Remittance Calculation Date we will refund to you the amount of the Referral Fee paid by you to us attributable to the amount of the customer refund (including refunded taxes and customs duties only to the extent specified in the applicable Tax Policies), less the Refund Administration Fee for each of Your Products refunded that is not a BMVD Product, which amount we may retain as an administrative fee; provided, however, that in the case of a complete refund of Sales Proceeds for a Media Product, we will refund to you the full amount of any Variable Closing Fee paid by you to us (and in the case of a partial refund of Sales Proceeds for a Media Product, we will not refund to you any portion of any Variable Closing Fee paid by you to us). We will remit any amounts to be refunded by us pursuant to this subsection from time to time together with the next remittance to be made by us to you. "**Refund Administration Fee**" means the applicable fee described on the Refund Administration Fee Schedule for the applicable Amazon Site.

#### **S-7 Control of Amazon Sites.**

We have the right in our sole discretion to determine the content, appearance, design, functionality, and all other aspects of the Amazon Sites, including by redesigning, modifying, removing, or restricting access to any of them, and by suspending, prohibiting, or removing any listing.

#### **S-8 Effect of Termination.**

Upon termination of these Selling on Amazon Service Terms in connection with a particular Amazon Site, all rights and obligations of the Parties under these Selling on Amazon Service Terms with regard to such Amazon Site will be extinguished, except that the rights and obligations of the Parties with respect to Your Transactions occurring during the Term will survive the termination or expiration of the Term.

#### **Selling on Amazon Definitions**

"**Amazon-Fulfilled Products**" means any of Your Products that are fulfilled using the Fulfillment by Amazon Service.

"**Amazon Refund Policies**" means the return and refund policies published on the applicable Amazon Site and applicable to products and services offered via that Amazon Site.

**"BMVD Product"** means any book, magazine or other publication, sound recording, video recording, and/or other media product in any format, including any subscription, in each case excluding any software product, computer game, and/or video game.

**"Excluded Offer"** means any discount, rebate, promotional offer, or other term of offer and/or sale that you: (a) have attempted to make available through a particular Amazon Site but that we do not honor or support (but only until such time as we honor or support the same on such Amazon Site); or (b) make available solely to third parties that either (i) purchase products solely for resale and who are not end users of such products (i.e., wholesale purchasers), or (ii) if the Elected Country is Canada, Mexico, or the United States, have affirmatively elected and opted-in to participate in your or one of your Affiliates' membership-based customer loyalty or customer incentive programs.

**"Expected Ship Date"** means, with respect to any of Your Products, either: (a) the end of the shipping availability period (which begins as of the date on which the relevant order is placed by the customer), or the shipping availability date, as applicable, specified by you in the relevant inventory/product data feed for Your Product; or (b) if you do not specify shipping availability information in such inventory/product data feed or that Your Product is in a product category that Amazon designates as requiring shipment within two (2) business days, two (2) business days after the date on which the relevant order is placed by the customer.

**"Media Product"** means any book, magazine or other publication, sound recording, video recording, software product, computer game, videogame, or other media product in any format, including any related subscription, offered through an Amazon Site.

**"Purchase Price"** means the total amount payable or paid for Your Product (including taxes and shipping and handling charges only to the extent specified in the applicable Tax Policies).

**"Remittance Calculation Date"** is the date that is two (2) business days prior to the date of remittance (the **"Remittance Calculation Date"**).

**"Required Product Information"** means, with respect to each of Your Products in connection with a particular Amazon Site, the following (except to the extent expressly not required under the applicable Program Policies): (a) description, including as applicable, location-specific availability and options, scheduling guidelines and service cancellation policies; (b) SKU and UPC/EAN/JAN numbers, and other identifying information as Amazon may reasonably request; (c) information regarding in-stock status and availability, shipping limitations or requirements, and Shipment Information (in each case, in accordance with any categorizations prescribed by Amazon from time to time); (d) categorization within each Amazon product category and browse structure as prescribed by Amazon from time to time; (e) digitized image that accurately depicts only Your Product, complies with all Amazon image guidelines, and does not include any additional logos, text or other markings; (f) Purchase Price; (g) shipping and handling charge (in accordance with our standard functionality); (h) any text, disclaimers, warnings, notices, labels, warranties, or other content required by applicable Law to be displayed in connection with the offer, merchandising, advertising, or sale of Your Product; (i) any vendor requirements, restocking fees or other terms and conditions applicable to such product that a customer should be aware of prior to purchasing the product; (j) brand; (k) model; (l) product dimensions; (m) weight; (n) a delimited list of technical specifications; (o) SKU and UPC/EAN/JAN numbers (and other identifying information as we may reasonably request) for accessories related to Your Product that is available in our catalog; (p) the state or country Your Product ships from; and (q) any other information reasonably requested by us (e.g., the condition of used or refurbished products; and invoices and other documentation demonstrating the safety and authenticity of Your Products).

**"Seller-Fulfilled Products"** means any of Your Products that are not fulfilled using the Fulfillment by Amazon Service.

**"Shipment Information"** means, with respect to any of Your Products, the estimated or promised shipment and delivery date.

**"Street Date"** means the date(s), if any, specified by the manufacturer, distributor, and/or licensor of a product as the date before which specified information regarding such product (e.g., title of a

book) should not be disclosed publicly, or such product should not be delivered or otherwise made available to customers.

**"URL Marks"** means any Trademark, or any other logo, name, phrase, identifier, or character string, that contains or incorporates any top level domain (e.g., .com, .edu, .ca, .fr, .jp) or any variation of a top level domain (e.g., dot com, dotcom, net, or com).

**"Your Transaction"** is defined in the General Terms of this Agreement; however, as used in these Selling on Amazon Service Terms, it means any and all such transactions through Selling on Amazon only.

## **Fulfillment by Amazon Service Terms**

Fulfillment by Amazon ("**FBA**") provides fulfillment and associated services for Your Products.

These FBA Service Terms are part of the Agreement, and, unless specifically provided otherwise, concern and apply only to your participation in FBA. BY REGISTERING FOR OR USING FBA, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING THESE FBA SERVICE TERMS. You expressly agree that Amazon may engage its Affiliate(s) or a third party in order to complete one or more of the fulfillment and associated services outlined below.

If the Elected Country is Japan, the following applies to you: Notwithstanding anything to the contrary in the Agreement, if there should be any subject matter specified in the "Standard Storage Bailment Terms and Conditions (Hyoujun Soko Kitaku Yakkan - Otsu)" that is not specified in the Agreement, including these FBA Service Terms, upon your request, such provision will be determined by discussion and mutual agreement of the parties.

## **Fulfillment Services**

### **F-1 Your Products**

Once you are accepted into FBA, you must apply to register each product you offer that you wish to include in the FBA program. We may refuse registration in FBA of any product, including on the basis that it is an FBA Excluded Product or that it violates applicable Program Policies. You may at any time withdraw registration of any of Your Products from FBA.

### **F-2 Product and Shipping Information**

You will, in accordance with applicable Program Policies, provide in the format we require accurate and complete information about Your Products registered in FBA, and will provide Fulfillment Requests for any Units fulfilled using FBA that are not sold through an Amazon Site ("**Multi-Channel Fulfillment Units**"). You will promptly update any Information about Your Products in accordance with our requirements and as necessary so that the information is at all times accurate and complete.

### **F-3 Shipping to Amazon**

**F-3.1** Except as otherwise provided in Section F-3.4 and Section F-5, FBA is limited to Units that are shipped to and from fulfillment centers located within the applicable Elected Country, to be delivered to customers in the same Elected Country only. You will ship Units to us in accordance with applicable Program Policies. You will be responsible for all costs incurred to ship the Units to the shipping destination (including costs of freight and transit insurance) and Amazon will not pay any shipping costs. You are responsible for payment of all customs, duties, taxes, and other charges. In the case of any improperly packaged or labeled Unit, we may return the Unit to you at your expense (pursuant to Section F-7) or re-package or re-label the Unit and charge you an administrative fee.

**F-3.2** You will not deliver to us, and we may refuse to accept, any shipment or Unsuitable Unit.

**F-3.3** We may, at our option, allow you to ship Units at your expense (as described in Section F-9.2) to fulfillment centers using discounted shipping rates that we may make available to you for certain

carriers. In such event, you will use the processes and supply the information that we require for you to obtain such discounted rates. You also must comply with standard operating procedures, weight and size restrictions, and other shipping requirements of the applicable carriers. If we provide you with the estimated shipping costs prior to shipment, you acknowledge and agree that actual shipping costs may vary from such estimates. In addition, if the weight of the Unit, as determined by the applicable carrier, differs from that submitted by you to us for purposes of determining the estimated shipping costs, then: (a) you may be charged more than the estimated shipping costs if the carrier determines that such Unit weighs more than as submitted by you; or (b) you may be charged the full amount of the estimated shipping costs even if the carrier determines the weight to be less than that submitted by you. You will not use carrier account information (e.g., carrier account number, amount of shipping rates, etc.) for any purpose, nor disclose such information to any third party, and you will protect such information as Amazon's confidential information in accordance with Section 11 of the General Terms of this Agreement. As between you, us, and the applicable carrier, you will be the shipper of record, and we will make payment to the carrier with respect to the shipment of all Units using such discounted rates. Title and risk of loss for any Unit shipped using discounted rates provided by us under this Section will remain with you, and our provision of such shipping rates will not create any liability or responsibility for us with respect to any delay, damage, or loss incurred during shipment. You authorize the applicable carrier to provide us with all shipment tracking information.

**F-3.4** If you ship Units from outside the applicable Elected Country to fulfillment centers, you will list yourself as the importer/consignee and nominate a customs broker. If Amazon is listed on any import documentation, Amazon reserves the right to refuse to accept the Units covered by the import documents and any costs assessed against or incurred by Amazon will be collected from Your Bank Account, deducted from amounts payable to you, or by other method at our election.

#### **F-4 Storage**

We will provide storage services as described in these FBA Service Terms once we confirm receipt of delivery. We will keep electronic records that track inventory of Units by identifying the number of Units stored in any fulfillment center. We will not be required to physically mark or segregate Units from other inventory units (e.g., products with the same Amazon standard identification number) owned by us, our Affiliates or third parties in the applicable fulfillment center(s). If we elect to commingle Units with such other inventory units, both parties agree that our records will be sufficient to identify which products are Units. We may move Units among facilities. If there is a loss of or damage to any Units while they are being stored, we will, as your sole remedy, reimburse you in accordance with the FBA Guidelines, and you will, at our request, provide us a valid tax invoice for the compensation paid to you. If we reimburse you for a Unit, we will be entitled to dispose of the Unit pursuant to Section F-7. This reimbursement is our total liability for any duties or obligations that we or our agents or representatives may have and is your only right or remedy. At all other times, you will be solely responsible for any loss of, or damage to, any Units. Our confirmed receipt of delivery does not: (a) indicate or imply that any Unit has been delivered free of loss or damage, or that any loss or damage to any Unit later discovered occurred after confirmed receipt of delivery; (b) indicate or imply that we actually received the number of Units of Your Product(s) specified by you for such shipment; or (c) waive, limit, or reduce any of our rights under this Agreement. We reserve the right to impose, and change from time to time, scheduling restrictions and volume limitations on the delivery and storage of your inventory in fulfillment centers, and you will comply with any of these restrictions or limitations.

#### **F-5 Fulfillment**

As part of our fulfillment services, we will ship Units from our inventory of Your Products to the shipping addresses in the Elected Country included in valid customer orders, or submitted by you as part of a Fulfillment Request. We may ship Units together with products purchased from other merchants, including any of our Affiliates. We also may ship Units separately that are included in a single Fulfillment Request. If you elect to participate in our export fulfillment services, we will also ship Your Products that we determine to be eligible (each, a "**Foreign-Eligible Product**") to Foreign Addresses within countries we determine to be eligible for foreign shipments, subject to the additional terms on foreign shipments in the applicable FBA Guidelines.



**F-6 Customer Returns**

**F-6.1** You will be responsible for and will accept and process returns of, and provide refunds and adjustments for, any Multi-Channel Fulfillment Units in accordance with the Agreement (including the applicable Program Policies).

**F-6.2** We will receive and process returns of any Amazon Fulfillment Units that were shipped to addresses within the Elected Country in accordance with the terms of your Seller Agreement, these FBA Service Terms, and the Program Policies. Any Sellable Units that are also Amazon Fulfillment Units and that are properly returned will be placed back into the Inventory of Your Products in the FBA Program. We may fulfill customer orders for Your Products with any returned Amazon Fulfillment Units. Except as provided in Section F-7, you will retake title of all Units that are returned by customers.

**F-6.3** Subject to Section F-7, we will, at your direction, either return or dispose of any Unit that is returned to us by a customer and that we determine is an Unsuitable Unit.

**F-6.4** If Amazon receives a customer return of a Multi-Channel Fulfillment Unit, you will direct us to return or dispose of the Unit at your own cost failing which we may dispose of the Unit as provided in Section F-7.

**F-7 Returns to You and Disposal**

**F-7.1** You may, at any time, request that Units be returned to you or that we dispose of Units.

**F-7.2** We may return Units to you for any reason, including upon termination of these FBA Service Terms. Returned Units will be sent to your designated shipping address. However, if (a) the designated shipping address we have for you is outdated or incorrect, (b) you have not provided or, upon our request, confirmed a designated shipping address in the Elected Country, or (c) we cannot make arrangements for you to pay for the return shipment, then the Unit(s) will be deemed abandoned and we may elect to dispose of them in our sole discretion.

We may dispose of any Unsuitable Unit (and you will be deemed to have consented to our action): (i) immediately if we determine in our sole discretion that the Unit creates a safety, health, or liability risk to Amazon, our personnel, or any third party; (ii) if you fail to direct us to return or dispose of any Unsuitable Unit within thirty (30) days after we notify you that the Unit has been recalled; or (iii) if you fail to direct us to return or dispose of any Unsuitable Unit within thirty (30) days (or as otherwise specified in the applicable Program Policies) after we notify you. In addition, you will reimburse us for expenses we incur in connection with any Unsuitable Units.

**F-7.3** We may dispose of any Unit we are entitled to dispose of (including any Unsuitable Units) in the manner we prefer. Title to each disposed Unit will transfer to us at no cost to us as necessary for us to dispose of the Unit, and we will retain all proceeds, if any, received from the disposal.

**F-7.4** You will promptly notify us of any recalls or potential recalls, or safety alerts of any of Your Products and cooperate and assist us in connection with any recalls or safety alerts, including by initiating the procedures for returning items to you under our standard processes. You will be responsible for all costs and expenses you, we or any of our or your Affiliates incur in connection with any recall or potential recall or safety alerts of any of Your Products (including the costs to return, store, repair, liquidate, or deliver to you or any vendor any of these products).

**F-8 Customer Service**

**F-8.1** For Multi-Channel Fulfillment Units we will have no customer service obligations other than to pass any inquiries to your attention at the contact you provide, and to make available a reasonable amount of information regarding the status of the fulfillment of Your Products if you request it and if and to the extent we possess the requested information. You will ensure that all of your policies and messaging to your customers regarding shipping of Your Products and other fulfillment-related matters, reflect our policies and requirements, including with regard to shipping methods, returns, and customer service; and, you will conspicuously display on your website(s), in emails or in other media or communications any specific disclosures, messaging, notices, and policies we require.

**F-8.2** We will be responsible for and have sole discretion regarding all customer service issues relating to packaging, handling and shipment, and customer returns, refunds, and adjustments related to Amazon Fulfillment Units. We will have the right to determine whether a customer will receive a refund, adjustment or replacement for any Amazon Fulfillment Unit and to require you to reimburse us where we determine you have responsibility in accordance with the Agreement (including these FBA Service Terms and the Program Policies). Except as provided in this Section F-8 regarding any Amazon Fulfillment Units, customer service will be handled in accordance with your Seller Agreement.

**F-8.3** In situations relating to Amazon Fulfillment Units where the wrong item was delivered or the item was damaged or lost or is missing, unless we determine that the basis for such request is caused by you or any of your employees, agents, or contractors, we will, as your sole and exclusive remedy and at our option: (a) for any Amazon Fulfillment Unit, (i) ship a replacement Unit to the customer and reimburse you in accordance with the FBA Guidelines for the replacement Unit, or (ii) process a refund to the customer and reimburse you in accordance with the FBA Guidelines for the Unit; or (b) for any Multi-Channel Fulfillment Unit, reimburse you in accordance with the FBA Guidelines for the Unit (and you will, at our request, provide us a valid tax invoice for the compensation paid to you). Any customer refund will be processed in accordance with the Selling on Amazon and the Transaction Processing Service Terms (if the Elected Country for a Service is the United States). Notwithstanding the Selling on Amazon Service Terms, we will be entitled to retain the applicable fees payable to us under the Selling on Amazon Service Terms and these FBA Service Terms, respectively. Except as expressly provided in this Section F-8.3, you will be responsible for all costs associated with any replacement or return.

**F-8.4** If we provide a replacement Unit or refund as described in Section F-8.3 to a customer and that customer returns the original Unit to us, we will be entitled to dispose of the Unit pursuant to Section F-7, or, if it is a Sellable Unit, we may, at our option, place such Unit back into your inventory in accordance with Section F-6. If we do put a Unit back into your inventory, you will reimburse us for the applicable Replacement Value (as described in the FBA Guidelines) of the returned Unit. Any replacement Unit shipped by us under these FBA Service Terms will be deemed to be, and will be treated in the same manner as, an order and sale of such Unit from you to the customer via the applicable Amazon Site or Service in accordance with, and subject to, the terms and conditions of this Agreement and your Seller Agreement.

## **F-9 Compensation for Fulfillment Services**

**F-9.1 Handling and Storage Fees.** You will pay us the applicable fees described in the applicable Fulfillment by Amazon Fee Schedule. You will be charged the Storage Fees beginning on the day (up to midnight) that the Unit arrives at a fulfillment center and is available for fulfillment by Amazon (or in the case of any Unsuitable Unit, the arrival day (up to midnight)), until the earlier of: (a) the day (up to midnight) we receive a valid customer order for such product or a request from you to return or dispose of the Unit; or (b) the day (up to midnight) we actually ship the Unit to your designated return location or dispose of the Unit.

**F-9.2 Shipping and Gift Wrap.** For any Amazon Fulfillment Units we will determine the amounts charged to the customer for shipping and gift wrap services for the Units that we fulfill through the FBA Program. As between you and us, these charges will be your charges to the customer, and we will report them to you. We will charge you (and you will pay us) a fee equal to the amount of such charges to the customer. In the case of shipments of Units sold through the Amazon Site that qualify for the "Free Shipping" promotion, the amounts charged to the customer for shipping the Selling on Amazon Units that Amazon fulfills will first be charged to the customer and will next be deducted from the total charges to the customer as your promotion and Amazon will not charge you the fee described above. If you ship Units to us using the shipping rates that we may make available pursuant to Section F-3.3, you will reimburse us for the actual amounts charged to us by the applicable carrier for such shipments.

**F-9.3 Proceeds.** We may keep all proceeds of any Units that we dispose of or to which title transfers, including returned, damaged, or abandoned Units. You will have no security interest, lien,

or other claim to the proceeds that we receive in connection with the sale, fulfillment, and/or shipment of these Units.

#### **F-10 Indemnity**

In addition to your obligations under Section 6 of the General Terms of this Agreement, you also agree to indemnify, defend, and hold harmless us, our Affiliates, and our and their respective officers, directors, employees, representatives, and agents against any Claim that arises from or relates to: (a) the Units (whether or not title has transferred to us, and including any Unit that we identify as yours pursuant to Section F-4 regardless of whether such Unit is the actual item you originally sent to us), including any personal injury, death, or property damage; (b) the shipment, export, or delivery of Your Products to Foreign Addresses (including with respect to any classification data and other information provided by you to us in connection therewith, and notwithstanding any rights we have under Section F-5 or any certifications we may make in connection with the shipment, export, or delivery of Your Products); (c) any of Your Taxes or the collection, payment, or failure to collect or pay Your Taxes; and, if applicable (d) any sales, use, value added, personal property, gross receipts, excise, franchise, business, or other taxes or fees, or any customs, duties, or similar assessments (including penalties, fines, or interest on any of the foregoing) imposed by any government or other taxing authority in connection with the shipment of Foreign-Eligible Products to Foreign Addresses (collectively, "**Foreign Shipment Taxes**").

#### **F-11 Release**

You, on behalf of yourself and any successors, subsidiaries, Affiliates, officers, directors, shareholders, employees, assigns, and any other person or entity claiming by, through, under, or in concert with them (collectively, the "**Releasing Parties**"), irrevocably acknowledge full and complete satisfaction of and unconditionally and irrevocably release and forever fully discharge Amazon and each of our Affiliates, and any and all of our and their predecessors, successors, and Affiliates, past and present, as well as each of our and their partners, officers, directors, shareholders, agents, employees, representatives, attorneys, and assigns, past and present, and each of them and all Persons acting by, through, under, or in concert with any of them (collectively, the "**Released Parties**"), from any and all claims, obligations, demands, causes of action, suits, damages, losses, debts, or rights of any kind or nature, whether known or unknown, suspected or unsuspected, absolute or contingent, accrued or unaccrued, determined or speculative (collectively, "**Losses**") which the Releasing Parties now own or hold or at any time have owned or held or in the future may hold or own against the Released Parties, or any of them, arising out of, resulting from, or in any way related to the shipment, export, or delivery of Your Products to Foreign Addresses, including any tax registration or collection obligations. You, on behalf of yourself and all other Releasing Parties, recognize that you, and each of them, may have some Losses, whether in tort, product liability, contract, warranty, or otherwise, against the Released Parties of which you, or any of them, are totally unaware and unsuspecting, or which may arise or accrue after the date you register for or use FBA, which the Releasing Parties are giving up by agreeing to these FBA Service Terms. It is your intention in agreeing to these FBA Service Terms that these FBA Service Terms will deprive the Releasing Parties of each and all such Losses and prevent the Releasing Party from asserting any such Losses against the Released Parties, or any of them. In addition to the foregoing, you acknowledge, on behalf of yourself and all other Releasing Parties that you are familiar with Section 1542 of the Civil Code of the State of California, as follows:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

You, on behalf of yourself and all other Releasing Parties, expressly waive and relinquish any rights that you had or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the law of any other jurisdiction, to the full extent that you may lawfully waive all such rights pertaining to the subject matter of these FBA Service Terms.

#### **F-12 Disclaimer**

IN ADDITION TO THE DISCLAIMER IN SECTION 7 OF THE GENERAL TERMS OF THIS AGREEMENT, WE DISCLAIM ANY DUTIES OF A BAILEE OR WAREHOUSEMAN, AND YOU WAIVE ALL RIGHTS AND REMEDIES OF A BAILOR (WHETHER ARISING UNDER COMMON LAW OR STATUTE OR OTHERWISE), RELATED TO OR ARISING OUT OF ANY POSSESSION, STORAGE, OR SHIPMENT OF YOUR PRODUCTS BY US OR OUR AFFILIATES OR ANY OF OUR OR THEIR CONTRACTORS OR AGENTS.

#### **F-13 Effect of Termination**

Following any termination of the Agreement or these FBA Service Terms in connection with a particular Elected Country, we will, as directed by you, return to you or dispose of the Units held in that Elected Country as provided in Section F-7. If you fail to direct us to return or dispose of the Units within thirty (30) days (or as otherwise specified in the applicable Program Policies) after termination, then we may elect to return and/or dispose of the Units in whole or in part, as provided in Section F-7, and you will be deemed to have consented to our actions. Upon any termination of these FBA Service Terms in connection with a particular Elected Country, all rights and obligations of the parties under these FBA Service Terms in connection with such Elected Country will be extinguished, except that the rights and obligations of the parties under Sections F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9, F-11, F-12, and F-13 with respect to Units received or stored by Amazon as of the date of termination will survive the termination.

#### **F-14 Tax Matters**

You understand and acknowledge that storing Units at fulfillment centers may create tax nexus for you in any country, state, province, or other localities in which your Units are stored, and you will be solely responsible for any taxes owed as a result of such storage. If any Foreign Shipment Taxes or Your Taxes are assessed against us as a result of performing services for you in connection with the FBA Program or otherwise pursuant to these FBA Service Terms, you will be responsible for such Foreign Shipment Taxes and Your Taxes and you will indemnify and hold Amazon harmless from such Foreign Shipment Taxes and Your Taxes as provided in Section F-10 of these FBA Service Terms.

#### **F-15 Additional Representation**

In addition to your representations and warranties in Section 5 of the General Terms of this Agreement, you represent and warrant to us that: (a) you have valid legal title to all Units and all necessary rights to distribute the Units and to perform under these FBA Service Terms; (b) you will deliver all Units to us in new condition (or in such condition otherwise described by you in the applicable Your Product listing) and in a merchantable condition; (c) all Units and their packaging will comply with all applicable marking, labeling, and other requirements required by Law; (d) no Unit is or will be produced or manufactured, in whole or in part, by child labor or by convict or forced labor; (e) you and all of your subcontractors, agents, and suppliers involved in producing or delivering Units will strictly adhere to all applicable Laws of the Elected Country, its territories, and all other countries where Units are produced or delivered, regarding the operation of their facilities and their business and labor practices, including working conditions, wages, hours, and minimum ages of workers; and (f) that all Foreign-Eligible Products (i) can be lawfully exported from Canada, Mexico, Japan, or the United States, as applicable, without any license or other authorization; and (ii) can be lawfully imported into, and comply with all applicable Laws of, any eligible country.

#### **FBA Definitions**

**"Amazon Fulfillment Units"** means Units fulfilled using FBA that are sold through an Amazon Site. For avoidance of doubt, if you have successfully registered for or used both the FBA and Selling on Amazon Services, then the term "Amazon Fulfillment Units" and the defined term "Amazon Fulfilled Products" in the Selling on Amazon Service Terms both refer to the same items.

**"FBA Excluded Product"** means any Unit that is an Excluded Product or is otherwise prohibited by the applicable Program Policies.

**"Foreign Address"** means (a) if the Elected Country is the United States, any mailing address that is not (i) within the fifty states of the United States or Puerto Rico, or (ii) an APO/FPO address; and

(b) if the Elected Country is not the United States, any mailing address that is not within the Elected Country.

**"Fulfillment Request"** means a request that you submit to us (in accordance with the standard methods for submission prescribed by us) to fulfill one or more Multi-Channel Fulfillment Units.

**"Multi-Channel Fulfillment Units"** has the meaning in Section F-2.

**"Sellable Unit"** means a Unit that is not an Unsuitable Unit.

**"Seller Agreement"** means the Selling on Amazon Service Terms, the Merchants@ Program Agreement, the Marketplace Participation Agreement, any successor to any of these agreements, or any other similar agreement (as determined by Amazon) between you and us that permits you to offer products and services via a particular Amazon Site.

**"Shipping Information"** means with respect to any purchased Unit(s), the following information: the name of the recipient, the shipping address, the quantity of Units to be shipped, and any other shipping-related information we may reasonably request.

**"Unit"** means a unit of Your Product that you deliver to Amazon in connection with the FBA Program.

**"Unsuitable Unit"** means a Unit: (a) that is defective, damaged, unfit for a particular purpose, or lacking required label(s); (b) the labels for which were not properly registered with Amazon before shipment or do not match the product that was registered; (c) that is an FBA Excluded Product or does not comply with the Agreement (including applicable Service Terms and Program Policies); (d) that Amazon determines is unsellable or unfulfillable; or (e) that Amazon determines is otherwise unsuitable.

## Amazon Clicks Service Terms

Amazon Clicks, including Amazon Sponsored Products ("**Amazon Clicks**"), is a Service that allows you to advertise Your Products on Amazon Network Properties.

These Amazon Clicks Service Terms are part of the Agreement, and, unless specifically provided otherwise, concern and apply only to your participation in Amazon Clicks. BY REGISTERING FOR OR USING AMAZON CLICKS, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING THESE AMAZON CLICKS SERVICE TERMS.

### C-1 Amazon Clicks

Your Ads may be displayed or made available on Amazon Network Properties as we determine. We do not guarantee that Your Ads will be displayed or made available on any Amazon Network Property, or that Your Ads will appear in any particular position or rank. Notwithstanding any other provision of the Agreement, we may in our sole discretion restrict, modify or otherwise determine the content, appearance, design, functionality and all other aspects of Your Ads, and we may remove any of Your Ads without notice. Except to the extent expressly stated in the Agreement, you are solely responsible for all obligations, risks and other aspects pertaining to the sale of any of Your Products referred to in Your Ads, including without limitation order processing, order fulfillment, returns, refunds, recalls, misdelivery, theft, customer service, and collection of taxes. In addition, you are solely responsible for all ad content, URLs and any other information you submit to us in connection with Your Ads, and the websites and/or other properties to which Your Ads direct users (other than the Amazon Site).

We may use mechanisms that rate, or allow users to rate, Your Products and/or your performance, and we may make these ratings and feedback publicly available. We may use any means we determine necessary to review and monitor Your Ads to improve our service and ad quality.

### C-2 Product Information

You will, in accordance with applicable Program Policies, provide, in the format we require, accurate and complete information for each of Your Ads. You will update this information as necessary to ensure that it is at all times accurate and complete. You will not provide any information for, or otherwise seek to advertise for sale on any Amazon Network Property, any products that are unlawful or are otherwise prohibited by applicable Program Policies.

### **C-3 Amazon Clicks Requirements**

Using the highest industry standards, you will treat users and customers who link to Your Products via any of Your Ads with courtesy and respect during all stages of the buying process and resolve to our and their satisfaction in a timely and professional manner any related customer service matters we or they bring to your attention. You will ensure that Your Materials and your advertisement, offer, sale and fulfillment of Your Products comply with all applicable Laws and Program Policies. You will not, directly or indirectly, engage in any fraudulent, impermissible, inappropriate or unlawful activities in connection with your participation in Amazon Clicks, including: (a) sending multiple listings of identical products in the same feed or sending multiple feeds under different accounts; (b) generating fraudulent, repetitive or otherwise invalid clicks, impressions, queries or other interactions, whether through the use of automated applications or otherwise; (c) collecting any user information from any Amazon Network Property or retrieving, extracting, indexing or caching any portion of any Amazon website or services or the websites or services of our Affiliates, whether through the use of automated applications or otherwise; (d) targeting communications of any kind on the basis of the intended recipient being a user of any Amazon Network Property; (e) interfering with the proper working of any Amazon Network Property, Amazon Clicks or our systems; or (f) attempting to bypass any mechanism we use to detect or prevent any of the activities described in this paragraph.

### **C-4 Payment and Tax Matters**

You will pay us the applicable fees we calculate for your use of the Amazon Clicks Service. Any per Click fee will be determined solely by Amazon based on the amount you bid for each of Your Ads, consistent with any applicable product category minimums and Program Policies. You agree to pay us the applicable fees we calculate for your use of the Amazon Clicks Service in the applicable Local Currency only. In addition to any other means permitted by the Agreement, we may collect the applicable fees: (a) in accordance with the payment ladder described in the Program Policies; and (b) on a recurring monthly basis for any remaining unpaid fees accrued after the last ladder payment charged each month. If we choose to invoice you for amounts due to us under the Agreement, you will pay the invoiced amounts within 30 days of the date of the applicable invoice. We may require payment of interest at the rate of 1.5% per month compounded monthly (19.56% compounded annually) or the highest legally permissible rate, whichever is lower, on all amounts not paid when due until paid in full. You will reimburse us for all fees incurred in connection with our collection of amounts payable and past due. You waive all claims related to the fees we charge (including without limitation fees based on suspected invalid Clicks on or invalid Impressions of Your Ads), unless claimed within 60 days after the date charged. You understand third parties may generate Impressions or Clicks on Your Ads for improper purposes, and you accept this risk. Your sole and exclusive remedy for any suspected invalid Impressions or Clicks is to request advertising credits within the timeframe set out above.

### **C-5 Effect of Termination**

Upon any termination of the Term of the Agreement or these Amazon Clicks Service Terms, all rights and obligations of the parties under these Amazon Clicks Service Terms will terminate, except that Sections C-1, C-2, C-4, C-5, C-6 and C-7 will survive termination.

### **C-6 Agents**

If you are an Agent: (a) you represent and warrant that you have been appointed as an agent of an Amazon Clicks Participant, that you are duly authorized to enter into this Agreement on behalf of the Amazon Clicks Participant and have full power and authority to bind the Amazon Clicks Participant to this Agreement, that all of your actions related to this Agreement and the Amazon Clicks Service will be within the scope of this agency, and that the Agreement including these Amazon Clicks Service

Terms will be enforceable against the Amazon Clicks Participant in accordance with its terms; (b) you will, upon our request, provide us written confirmation of the agency relationship between you and the Amazon Clicks Participant, including, for example, the Amazon Clicks Participant's express acknowledgment that you are its Agent and are authorized to act on its behalf in connection with Amazon Clicks; (c) except as set forth in the Agreement, you will not make any representation, warranty, promise or guarantee about Amazon Clicks, us or your relationship with us; (d) you will perform your duties pursuant to the Agreement including these Amazon Clicks Service Terms in a professional manner consistent with any requirements we may establish; (e) you will not at any time use information received in connection with Amazon Clicks to conduct any marketing efforts targeted at our existing advertisers or Amazon Clicks Participants; (f) you and the Amazon Clicks Participant are each responsible for all payment obligations under these Amazon Clicks Service Terms, and you and the Amazon Clicks Participant each waive any rights that might require us to proceed against one or more of you prior to proceeding against the other; and (g) you will abide by all restrictions applicable to the Amazon Clicks Participant under this Agreement, including without limitation confidentiality and non-use obligations (e.g., you will not disclose any Confidential Information generated or collected in connection with Amazon Clicks to any person or entity other than to the Amazon Clicks Participant to which such data or information relates, and you will not use any Confidential Information generated or collected in connection with Amazon Clicks for any purpose other than creating, managing, and reporting advertising campaigns on Amazon Network Properties on behalf of the particular Amazon Clicks Participant that has expressly authorized you to do so).

## **C-7 Miscellaneous**

### **C-7.1 Representations**

In addition to your representations and warranties in Section 5 of the Agreement, you represent and warrant to us that: (a) on any website to which Your Ads link (other than on the Amazon Site), you will at all times post and comply with a privacy policy that complies with all applicable Laws; and (b) Your Materials and any information displayed on your website or on any website to which Your Ads link (for the Amazon Site, only to the extent such information is based on Your Materials) comply with all applicable Laws (including without limitation all marking and labelling requirements) and do not contain any false, misleading, infringing, defamatory, obscene or sexually explicit materials (except to the extent expressly permitted under applicable Program Policies).

### **C-7.2 Indemnification**

In addition to your obligations under Section 6 of the Agreement, you agree to indemnify, defend and hold harmless us, our Affiliates, and our and their respective officers, directors, employees, representatives and agents against any Claim arising from or related to: (a) your participation in Amazon Clicks, including without limitation the display of any of Your Ads, any Content, data, materials or other items or information to which Your Ads link, or any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing; (b) your actual or alleged breach of any representation, warranty, or obligation set forth in these Amazon Clicks Service Terms or the Program Policies; or (c) if you are an Agent, any breach or alleged breach of Section C-6 or your other representations, warranties, or obligations set forth in these Amazon Clicks Service Terms.

### **C-7.3 Disclaimers**

IN ADDITION TO THE DISCLAIMERS IN SECTION 7 OF THE AGREEMENT, WE AND OUR AFFILIATES DISCLAIM AND YOU WAIVE ALL CLAIMS REGARDING ANY GUARANTEES ABOUT TIMING, POSITIONING, ADJACENCY, PERFORMANCE, QUANTITY OR QUALITY OF (AS APPLICABLE): PLACEMENTS, TARGETING, IMPRESSIONS, CLICKS, CLICK RATES, CONVERSION RATES, AUDIENCE SIZE, DEMOGRAPHICS OR ADVERTISING COSTS.

### **C-7.4 API Partner**

You may authorize another entity ("**API Partner**") to access or use the Amazon Clicks Service on your behalf through an application program interface or other means as we may designate. Your authorization of an API Partner to access or use the Amazon Clicks Services is conditioned on our consent, which we may grant or withdraw at any time in our sole discretion. You will require your

API Partner to be bound by, and your API Partner will comply with, all restrictions applicable to you under this Agreement (including without limitation your confidentiality and non-use obligations). As between you and us, you will be fully responsible for the acts, omissions, and obligations of your API Partner as if such acts, omissions, and obligations were your acts, omissions, and obligations.

#### **Amazon Clicks Definitions**

**"Agent"** means an advertising agency or other person or entity who represents an Amazon Clicks Participant as its agent.

**"Amazon Clicks Participant"** means any person or entity enrolled in Amazon Clicks by you if you are the Agent of that person or entity.

**"Amazon Network Properties"** means: (a) the Amazon Site; (b) any website, device, service, feature or other online point of presence operated by Amazon or any of our Affiliates; and (c) any Amazon Associated Properties.

**"Click"** means each time a user clicks on any of Your Ads as determined solely by Amazon.

**"Your Ads"** means any advertisement for Your Product based upon Your Materials that is displayed through Amazon Clicks.

#### **Transaction Processing Service Terms**

BY REGISTERING FOR OR USING ANY SERVICE OTHER THAN AMAZON CLICKS FOR WHICH THE ELECTED COUNTRY IS THE UNITED STATES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THESE TRANSACTION PROCESSING SERVICE TERMS FOR THAT SERVICE. **NOTWITHSTANDING THE FOREGOING, IF A SEPARATE AGREEMENT GOVERNS THE OFFER, SALE OR FULFILLMENT OF YOUR PRODUCTS ON THE US AMAZON SITE, THE TERMS OF THAT AGREEMENT WILL CONTINUE TO GOVERN THE PROCESSING OF YOUR TRANSACTIONS TO THE EXTENT DESCRIBED IN THAT AGREEMENT.**

##### **P-1 Payments Processing Agency Appointment**

You authorize Amazon Payments, Inc. ("**Amazon Payments**") to act as your agent for purposes of processing payments, refunds and adjustments for Your Transactions, receiving and holding Sales Proceeds on your behalf, remitting Sales Proceeds to Your Bank Account, charging your Credit Card, and paying Amazon and its Affiliates amounts you owe in accordance with this Agreement or other agreements you may have with Amazon Affiliates. Amazon Payments provides the services described in these Transaction Processing Service Terms and the related services described in Sections S-1.4, S-2.2, S-6, and F-8.3 of the Agreement (collectively, the "**Transaction Processing Services**").

When a buyer instructs us to pay you, you agree that the buyer authorizes and orders us to commit the buyer's payment (less any applicable fees or other amounts we may collect under this Agreement) to you. You agree that buyers satisfy their obligations to you for Your Transactions when we receive the Sales Proceeds. We will remit funds to you in accordance with this Agreement.

##### **P-2 Remittance**

Subject to Section 2 of the General Terms of this Agreement, Amazon Payments will remit funds to you in accordance with Section S-6 of the Agreement and these Transaction Processing Service Terms. Amazon Payments' obligation to remit funds collected by it on your behalf is limited to funds that have actually been received by Amazon Payments less amounts owed to Amazon, subject to chargeback or reversal or withheld for anticipated claims in accordance with this Agreement. Without limiting Amazon's rights to collect any amounts you owe, Amazon Payments' receipt of Sales Proceeds discharges your obligation to pay applicable fees and other amounts under this Agreement to the extent the Sales Proceeds equal or exceed the fees and other amounts you owe and the Sales Proceeds are applied to the payment of those fees and amounts.

##### **P-3 Your Funds**



Your Sales Proceeds will be held in an account with Amazon Payments (a "**Seller Account**") and will represent an unsecured claim against Amazon Payments. Your Sales Proceeds are not insured by the Federal Deposit Insurance Corporation. Prior to disbursing funds to you, Amazon Payments may combine Sales Proceeds held with the funds of other users of the Services, invest them, or use them for other purposes permitted by applicable Laws. You will not receive interest or any other earnings on any Sale Proceeds. To the extent required by applicable Laws, Amazon Payments will not use any funds held on your behalf for its corporate purposes, will not voluntarily make such funds available to its creditors in the event of bankruptcy or for any other purpose, and will not knowingly permit its creditors to attach such funds.

#### **P-4 Verification**

We may at any time require you to provide any financial, business or personal information we request to verify your identity. You authorize us to obtain from time to time consumer credit reports to establish or update your Seller Account or in the event of a dispute relating to this Agreement or the activity under your Seller Account. You agree to update all Seller Account information promptly upon any change. The Amazon Payments Privacy Notice applies to your use of the Transaction Processing Services.

#### **P-5 Dormant Accounts**

If there is no activity (as determined by us) in connection with your Seller Account for the period of time set forth in applicable unclaimed property laws and we hold Sales Proceeds on your behalf, we will notify you by means designated by us and provide you the option of keeping your Seller Account open and maintaining the Sales Proceeds in your Seller Account. If you do not respond to our notice (s) within the time period we specify, we will send the Sales Proceeds in your Seller Account to your state of residency, as determined by us based on the information in your Seller Account. If we are unable to determine your state of residency or your Seller Account is associated with a foreign country, your funds may be sent to the State of Delaware.

#### **Marketplace Web Service Terms**

The Marketplace Web Service ("**MWS**") is a Service that enables your systems to interface with certain features or functionality available to Sellers. These MWS Service Terms are part of the Agreement, but, unless specifically provided otherwise, concern and apply only to your participation in MWS.

BY REGISTERING FOR OR USING THE MARKETPLACE WEB SERVICE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING THESE MARKETPLACE WEB SERVICE TERMS.

#### **MWS-1 Description of the Marketplace Web Service.**

We may make available to you MWS Materials that permit your systems to interface with certain features or functionality available to Sellers. MWS and MWS Materials are provided by us at no charge, subject to the General Terms of this Agreement and the Marketplace Web Service Terms. All terms and conditions applicable to MWS and MWS Materials are solely between you and us. MWS Materials that are Public Software may be provided to you under a separate license, in which case, notwithstanding any other provision of this Agreement, that license will govern your use of those MWS Materials. For the avoidance of doubt, except to the extent expressly prohibited by the license governing any MWS Materials that are Public Software, all of the non-license provisions of this Agreement will apply.

#### **MWS-2 License and Related Requirements.**

**MWS-2.1 Generally.** Subject to your completion of our online registration process for MWS and compliance with the terms of this Agreement, including all applicable Program Policies, we grant you a limited, revocable, non-exclusive, non-sublicenseable, nontransferable license to do the following: (a) access and use MWS, and install, copy, and use MWS Materials, solely in support of your use of the Services covered by this Agreement in accordance with any applicable MWS Specifications, or (b)

access and use MWS, and install, copy, use, and distribute MWS Materials, for the purpose of integrating or enhancing a Seller's systems with the features and functionality permitted by us to be accessed through MWS, but solely in support of Sellers who (i) we approve as participating in good standing in the applicable Services covered by this Agreement, and (ii) have specifically authorized you to provide support services for their Selling Account under an agreement between you and the applicable Seller.

**MWS-2.2 Selling Account.** You must maintain a Selling Account (which may be a Staging Account) in good standing at all times during the Term.

**MWS-2.3 License Restrictions.** You may use and access MWS and applicable MWS Materials only through MWS APIs documented and communicated by us to you. You may not and may not authorize any other party to do any of the following with MWS or MWS Materials: (a) reverse engineer, decompile, or disassemble them; (b) modify or create derivative works based upon them in whole or in part; (c) distribute copies of them; (d) remove any proprietary notices or labels on them; (e) use any Public Software in any manner that requires, pursuant to the license applicable to such Public Software, that MWS or any MWS Materials be disclosed, licensed, distributed, or otherwise made available to anyone; (f) resell, lease, rent, transfer, sublicense, or otherwise transfer rights to them; (g) access or use them in a way intended to avoid incurring any applicable fees or exceeding usage limits or quotas; or (h) engage in any activities we otherwise prohibit. In addition, all licenses granted in these Marketplace Web Service Terms are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement.

**MWS-2.4 Account Identifiers and Credentials.** To access MWS APIs, you must use your Account Identifiers and Credentials in accordance with these Marketplace Web Service Terms. Your Account Identifiers and Credentials are for your personal use only and you must maintain their secrecy and security. You are solely responsible for all activities that occur using your Account Identifiers and Credentials, regardless of whether the activities are undertaken by you or a third party (including your employees, contractors, or agents). You will provide us with notice immediately if you believe an unauthorized third party may be using your Account Identifiers and Credentials or if your Account Identifiers and Credentials are lost or stolen. We are not responsible for unauthorized use of your Account Identifiers and Credentials.

**MWS-2.5 Security of Your Information.** You are solely responsible for the development, content, operation, and maintenance of Your Information, and for properly configuring and using MWS and taking your own steps to maintain appropriate security, protection and backup of Your Information, including using encryption technology to protect them from unauthorized access and routinely archiving them. We are not responsible for any unauthorized access to, alteration of, or the deletion, destruction, damage, loss, or failure to store any of Your Information in connection with MWS (including as a result of your or any Seller's or other third party's errors, acts, or omissions).

**MWS-2.6 MWS Applications.** Prior to making your MWS Application available for commercial use, you must thoroughly test your MWS Application to ensure that it operates properly with MWS and MWS Materials, including, without limitation, that it complies with MWS Specifications.

**MWS-2.7 Information and System Access.** To the extent you access or use MWS or MWS Materials for the purposes set forth in Section MWS-2.1 of this Agreement, you will not access or use any Selling Account unless and only for so long as the access and use is (a) approved beforehand in writing by the Seller as part of a binding agreement between you and the Seller, and (b) required to deliver or operate an MWS Application to or on behalf of the Seller in accordance with that agreement. You may not modify the account settings, Content, or offers of any Selling Account or make any other change to a Selling Account except to the extent authorized in writing by the Seller as part of a binding agreement between you and the Seller. You will not access or use any MWS Transaction Information or Personal Information for any purpose other than the delivery or operation of an MWS Application to or on behalf of the Seller. You may not reproduce or disseminate or disclose to any third party any MWS Transaction Information or Personal Information for any purpose. Without limiting the foregoing, you will (i) take appropriate technical and organizational measures to protect against unauthorized or unlawful processing or use of MWS Transaction

Information or Personal Information and against accidental loss or destruction of, or damage to, MWS Transaction Information or Personal Information, (ii) maintain all MWS Transaction Information and Personal Information logically separate from all other information, and (iii) at all times ensure that you are aware of and have documentation of the location of all copies of any MWS Transaction Information or Personal Information stored by or for you.

### **MWS-3 Termination.**

**MWS-3.1 Termination of Your Access to MWS and MWS Materials.** Without limiting the parties' rights and obligations under the Agreement, we may limit, suspend, or terminate your access to MWS and all MWS Materials at any time and for any reason upon notice to you, including but not limited to circumstances where your access to any other Service is suspended or terminated, where the access of any Seller you support to use one or more Services is suspended or terminated, or if we determine:

- your use of MWS or MWS Materials (a) poses a security risk to MWS or MWS Materials or any Seller or other of our customers, (b) may harm our systems or any Seller or other of our customers, or (c) may subject us or any third party to liability;
- you are using MWS or MWS Materials for fraudulent or illegal activities; or
- our provision of any aspect of MWS or MWS Materials to you is prohibited by law.

Upon any suspension or termination of your access to MWS, you will immediately cease use of MWS and all MWS Materials. Upon any termination of your access to MWS, you will also immediately destroy all MWS Materials. Upon any suspension or termination of your access to MWS, we may cause your Account Identifiers and Credentials to cease to be recognized by the Amazon Network for the purposes of MWS and MWS Materials.

**MWS-3.2 Effect of Termination.** Upon termination of these Marketplace Web Service Terms, all rights and obligations of the Parties under these Marketplace Web Service Terms will be extinguished, except that Sections MWS-1, MWS-3, MWS-4, MWS-5, MWS-6, MWS-7, MWS-8, MWS-9, and MWS-10 survive termination.

### **MWS-4 Modifications to MWS or MWS Materials.**

We may change, deprecate, or discontinue MWS or MWS Materials (including by changing or removing features or functionality of MWS or MWS Materials) from time to time.

### **MWS-5 Notices.**

For notices made by you to us under these Marketplace Web Service Terms and for questions regarding this Agreement, MWS, or MWS Materials, you may contact us at the Contact Address.

### **MWS-6 Suggestions.**

If you suggest to us improvements to MWS or MWS Materials (collectively, "**MWS Suggestions**"), in addition to the rights you grant to us in the General Terms, we will own all right, title, and interest in and to the MWS Suggestions, even if you have designated the MWS Suggestions as confidential. We will be entitled to use the MWS Suggestions without restriction. You irrevocably assign to us all right, title, and interest in and to the MWS Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the MWS Suggestions. We reserve the right to contact Sellers in order to conduct periodic surveys to ascertain Sellers' general level of satisfaction with the MWS and MWS Materials and with your delivery of related services to Sellers, and you agree that we may publically report the results of surveys without restriction.

### **MWS-7 Rights in MWS, MWS Materials, MWS Specifications, and the Amazon Network.**

As between you and us, we or our licensors own all right, title, and interest in and to MWS, MWS Materials, MWS Specifications, and the Amazon Network. Except as provided in Section MWS-2 of this Agreement, you obtain no rights under this Agreement from us or our licensors to MWS, MWS Materials, MWS Specifications, or the Amazon Network, including any related intellectual property rights.

**MWS-8 Indemnification.**

In addition to your obligations under the General Terms of this Agreement, you agree to defend, indemnify, and hold harmless us, our Affiliates, our and their licensors, and each of our and their respective employees, officers, directors, and representatives from and against any Claims arising out of or relating to: (a) your use of MWS or MWS Materials (including any of Your Materials you upload, transfer, or otherwise make available to or through MWS); (b) Your Information or the combination of Your Information with other applications, Content, or processes, including any claim involving alleged infringement or misappropriation of third party rights or the use, development, design, production, advertising, or marketing of Your Information; or (c) any dispute between you and any Seller. If we or any of our Affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process in connection with your use of MWS or MWS Materials (including as described in clause (a) above), you will also reimburse us for reasonable attorneys' fees, as well as our or their employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our or their then-current hourly rates. For Claims outlined in clauses (a) through (c) above, you must: (i) defend against any Claim with counsel of your own choosing (subject to our prior written consent); or (ii) settle the Claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the Claim at any time.

**MWS-9 Disclaimers.**

IN ADDITION TO THE DISCLAIMERS IN THE GENERAL TERMS OF THIS AGREEMENT, MWS AND MWS MATERIALS ARE PROVIDED "AS IS". WE AND OUR AFFILIATE COMPANIES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING MWS OR MWS MATERIALS, INCLUDING ANY WARRANTY THAT MWS OR MWS MATERIALS WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY SOFTWARE, DATA, TEXT, AUDIO, VIDEO, IMAGES, OR OTHER CONTENT YOU ACCESS, USE, STORE, RETRIEVE, OR TRANSMIT IN CONNECTION WITH MWS, INCLUDING YOUR INFORMATION, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) THE INABILITY TO USE MWS OR MWS MATERIALS, INCLUDING AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO MWS OR MWS MATERIALS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO MWS OR MWS MATERIALS; OR (D) ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO MWS OR MWS MATERIALS. WE AND OUR AFFILIATE COMPANIES AND LICENSORS MAY DISCONTINUE PROVIDING OR DEPRECATE MWS AND ANY MWS MATERIALS, AND MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF MWS AND ANY MWS MATERIALS FROM TIME TO TIME, AND YOU AGREE THAT NEITHER WE NOR ANY OF OUR AFFILIATE COMPANIES OR LICENSORS WILL BE LIABLE TO YOU FOR ANY OF THE FOREGOING ACTIONS.

**MWS-10 Other Terms.****MWS-10.1 Non-Exclusive Rights.**

The rights we grant you in this Agreement are nonexclusive, and we reserve the right (a) to develop or have developed for us products, services, concepts, systems, or techniques that are similar to or compete with any of the products, services, concepts, systems, or techniques that you may develop or use in connection with MWS or MWS Materials and (b) to hire, appoint, or assist third party developers or systems integrators who may offer products, services, concepts, systems, or techniques that are similar to or compete with yours. Each of us will be free to establish our own pricing for our products and services. As between you and us, you will be solely responsible and

liable for payment of all costs and expenses of any nature incurred by you or your employees in connection with the performance of your obligations and exercise of your rights under these Marketplace Web Service Terms or under any agreement you enter into with any Seller or other third party.

#### **MWS-10.2 Confidentiality.**

You agree not to disclose any Confidential Information we make available under these Marketplace Web Service Terms. However, you will not be required to maintain the confidentiality of any information we make available under these Marketplace Web Service Terms that: (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been known to you at the time of your receipt from us without breach of this Agreement or any other agreement between you and us; (c) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (d) can be shown by documentation to have been independently developed by you without reference to Confidential Information.

#### **MWS-10.3 Import and Export Compliance.**

In using MWS and MWS Materials, you will comply with all applicable Import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.

#### **MWS-10.4 No Third Party Beneficiaries.**

Except as expressly set forth in these Marketplace Web Service Terms, these Marketplace Web Service Terms do not create any third party beneficiary rights in any individual or entity that is not a party to these Marketplace Web Service Terms.

#### **Marketplace Web Service Definitions**

**"Account Identifiers and Credentials"** means account IDs and any unique public key/private key pair issued by us or an Affiliate Company that enables you to access and use MWS or MWS Materials.

**"Amazon Network"** means our and our Affiliate Companies' internal data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within our or their reasonable control and are used to provide MWS or MWS Materials.

**"API"** means an application programming interface.

**"Contact Address"** means: mws-admin@amazon.com, with a copy to P.O. Box 81226, Seattle, WA 98108-1226, Attn: Marketplace Web Service Support.

**"MWS Application"** means a software application or website that interfaces with MWS or MWS Materials.

**"MWS Materials"** means any software, data, text, audio, video, images, or other Content we make available in connection with MWS, including APIs, related documentation, software libraries, and other supporting materials, regardless of format.

**"MWS Specifications"** means any technical and operational specifications, security protocols and other documentation or policies provided or made available by us with respect to MWS or MWS Materials.

**"MWS Transaction Information"** means any information, data, or Content relating to any Selling Account, to any customer, or to any transactions processed by or for the Amazon Contracting Party or any of its Affiliate Companies or on any website.

**"Personal Information"** means all personally identifiable information relating to Sellers and customers and other third parties including, but not limited to, name, address, e-mail address, phone number, survey responses, and purchases.

**"Public Software"** means any software, documentation, or other material that contains, or is derived (in whole or in part) from, any software, documentation, or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including but not limited to software, documentation, or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) the GNU General Public License (GPL); Lesser/Library GPL (LGPL), or Free Documentation License; (b) The Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the Netscape Public License; (e) the Sun Community Source License (SCSL); (f) the Sun Industry Standards License (SISL); (g) the BSD License; and (h) the Apache License.

**"Seller"** means any person or entity (including you, if applicable) that is participating in a service covered by this Agreement.

**"Selling Account"** means the password protected account we make available to a Seller in support of its participation in one or more Services covered by this Agreement.

**"Staging Account"** means a Selling Account with status "in staging" that we make available to a third party service provider whom we allow to access our online portals and tools provided to Sellers for the purpose of integrating or enhancing a Seller's systems with the features or functionality made accessible by us through MWS or MWS Materials.

**"Your Information"** means the software, data, text, audio, video, images, or other Content that you use in connection with MWS or MWS Materials, that you cause to interface with MWS, or that you upload to MWS.

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# **EXHIBIT 2**

COMPLIMENTARY  
**VIP  
TICKET**

\$147.00 VALUE

EVENT CODE  
**N0 070516 1**

SECTION/SEAT  
**GENERAL**

1 VIP

**YOU ARE WARMLY INVITED**

ADMISSION  
**070516 1**

**Exclusive Live Austin Events**

VALUE  
**147.00**

**SAN MARCOS**  
Tuesday, August 29th  
EMBASSY SUITES  
1001 E. McCarty Lane  
San Marcos, TX 78666  
12-2pm or 6-8pm

**AUSTIN SOUTH**  
Wednesday, August 30th  
AUSTIN MARRIOTT SOUTH  
4415 South IH-35  
Austin, TX 78744  
12-2pm or 6-8pm


**AUSTIN**  
Thursday, August 31st  
RENAISSANCE AUSTIN  
9721 Arboretum Blvd  
Austin, TX 78759  
12-2pm or 6-8pm

**NORTHWEST AUSTIN**  
Saturday, September 2nd  
DOUBLETREE NW AUSTIN  
8901 Business Park Dr  
Austin, TX 78759  
9am-11pm or 12pm-2pm

**AUSTIN**  
Friday, September 1st  
EMBASSY SUITES  
5901 North IH-35  
Austin, TX 78723  
9am-11pm or 12pm-2pm

**amazon**

**GREATER AUSTIN AREA**



FTC-002221



Call 800-443-1222 to Register  
For one of our free Amazon Workshops &  
Discover How to Profit with Amazon.com



**AWS**  
WORKSHOP

LIVE

**AWS**

Amazon Wealth Systems is a highly sought after Amazon training company, who has addressed large and small audiences around the world. Having trained in 18 different countries, we have been lucky enough to share the stage with leaders such as Jack Canfield, Tony Robbins, Mark Victor Hansen, and many others.

For years we have been helping thousands of ordinary people take their lives back and create financial freedom by implementing our systems for success on Amazon. We are not affiliated with or connected to Amazon in any way, we just love Amazon. Just last year we sold over \$12 Million on Amazon.com. Now we want to help you become our next Amazon success story. Come to this workshop and discover the power of Amazon FBA. Amazon has created this amazing system where they will store, inventory, ship out & handle all of your customer service for all of your orders!

Austin, TX



**AWS**  
WORKSHOP

Choose a location and  
call 800-443-1222 immediately!

amazon

Copyright 2017 Amazon Wealth Systems. All rights reserved. DVD's and other promotional materials may vary in color and appearance. Amazon does not sponsor this event. One of Twenty iPad Giveaway: 20 iPads (5 each quarter will be given out in Giveaway terms, and conditions will be provided at the event).

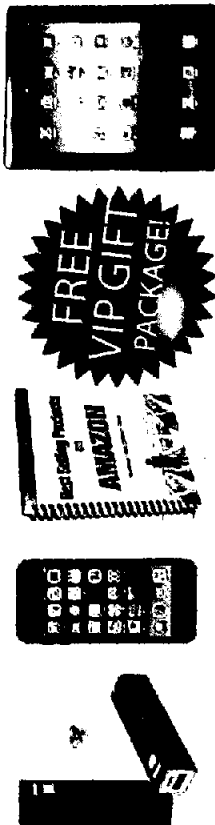
FTC-002222

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## SPECIAL INVITATION

Choose a location and call 800-443-1222 immediately!

Participation is limited to the first 100 registrants.



All registered attendees will receive these valuable FREE gifts:

- ✓ Revealing Free Report: Online Selling Blueprint
- ✓ Revealing Free Manual: Best Selling Products on Amazon

Plus, the first 100 callers who attend are registered to win a FREE iPad in our One-of-Twenty iPad Giveaway!!!

### FIVE DAYS ONLY!

<b>SAN MARCOS</b> Tuesday, August 29 <sup>th</sup> EMBASSY SUITES 1001 E. McCarty Lane San Marcos, TX 78666 12pm-2pm or 6pm-8pm	<b>SOUTH AUSTIN</b> Wednesday, August 30 <sup>th</sup> AUSTIN MARRIOTT SOUTH 4415 South IH-35 Austin, TX 78744 12pm-2pm or 6pm-8pm	<b>AUSTIN</b> Thursday, August 31 <sup>st</sup> RENAISSANCE AUSTIN 9721 Arboretum Blvd Austin, TX 78759 12pm-2pm or 6pm-8pm
<b>NORTH AUSTIN</b> Friday, September 1 <sup>st</sup> EMBASSY SUITES 5901 North IH-35 Austin, TX 78723 9am-11am or 12pm-2pm	<b>NORTHWEST AUSTIN</b> Saturday, September 2 <sup>nd</sup> DOUBLETREE AUSTIN NW 8901 Business Park Dr Austin, TX 78759 9am-11am or 12pm-2pm	

Filed 12/06/17, Page 80 of 110  
**Congratulations!** You've been chosen to attend an exclusive LIVE Amazon Workshop that is coming to the greater Austin area. My name is Adam Bowser, and over the past 18 years I have sold over \$50 Million online. I'm going to be hosting a few local workshops around Austin to share my secrets for making money on Amazon. This will truly be a once-in-a-lifetime opportunity. At this workshop you will see how to:

- ✓ Get started selling on Amazon and Make \$5,000-\$10,000 in the next 30 days...Even if you have never sold anything online before
- ✓ You can Create Your Own Amazon Seller's Account the Moment You Leave the Workshop
- ✓ Have Amazon Store & Inventory all of Your Products, Ship Out Your All Your Orders & We'll even show you the Hottest Products that sell the fastest on Amazon
- ✓ Start an Online Business with No Money out of your pocket. Setting up an Amazon Account is 100% Free
- ✓ I'll be Giving you Wholesalers You can call up and Get Great Deals for Huge profits. Or just make some extra \$\$ to Pay Your Basic Bills

You will not want to miss this amazing opportunity! I personally sold over \$12 Million on Amazon last year and this exclusive program is limited to the first 100 registrants.

**Call 800-443-1222.** If you are not one of the first 100 registrants, your name will be put on a waiting list. You have never experienced anything like this before. *We guarantee it.* Don't miss this event.

Adam Bowser, Amazon Wealth Systems

AS  
SEEN  
ON



FTC-002223

**COMPLAINT COPY**


**514700 VALUE**

**EVENT CODE**  
**NO 070516 1**


SECTION/SEAT	ADMISSION	EVENT CODE	VALUE
<b>GENERAL</b>	<b>1 VIP</b>	<b>070516 1</b>	<b>147.00</b>

**YOU ARE WARMLY INVITED**  
**Exclusive Live Wisconsin Events**

<p><b>MADISON</b> Tuesday, September 5th <b>CROWNE PLAZA</b> 4402 E. Washington Ave Madison, WI 53704 12-2pm or 6-8pm</p>	<p><b>MADISON</b> Wednesday, September 6th <b>SHERATON MADISON</b> 706 John Nolen Dr Madison, WI 53713 12-2pm or 6-8pm</p>	<p><b>BROOKFIELD</b> Thursday, September 7th <b>EMBASSY SUITES</b> 1200 S. Moorland Rd Brookfield, WI 53005 12-2pm or 6-8pm</p>
<p><b>MENOMINEE FALLS</b> Friday, September 8th <b>RADISSON HOTEL</b> N88 W14750 Main St Menominee Falls, WI 53051 9am-11pm or 12pm-2pm</p>	<p><b>MILWAUKEE</b> Saturday, September 9th <b>BEST WESTERN @ THE AIRPORT</b> 5105 S. Howell Ave Milwaukee, WI 53207 9am-11pm or 12pm-2pm</p>	



**GREATER WISCONSIN AREA**



**Call 800-374-2133 to Register**  
**For one of our free Amazon Workshops &**  
**Discover How to Profit with Amazon.com**

**SPECIAL  
INVITATION  
PRIME  
EVENT**

**AWS**  
WORKSHOP


**LIVE**

**AWS**

**Amazon Wealth Systems** is a highly successful online Amazon selling company, who has addressed large and small business around the world. Having trained in 14 different countries, we have been lucky enough to share the stage with leaders such as Jack Canfield, Tony Robbins, Mark Victor Swanson, and many others.

For years we have been helping thousands of ordinary people make their lives back and create financial freedom for themselves and their families with Amazon. We are now affiliated with our courses and Amazon in a big way, and just how big that is, just last year we sold over \$13 Million on Amazon.com. Now we want to help you become our next Amazon success story. Come to this workshop and discover the power of Amazon & RA. Amazon has created this amazing system where they will store, inventory, ship & handle all of your customer service for all of your orders!


# Wisconsin



**AWS**  
WORKSHOP

**Choose a location and**  
**call 800-374-2133 immediately!**

Learn how to become a successful Amazon seller, discover how to become a successful Amazon seller, and how to become a successful Amazon seller. This is a limited time offer, and the number of locations is limited. Seats are limited and the workshop is free of charge. This is a limited time offer and the workshop is free of charge.



## SPECIAL INVITATION

Choose a location and call 800-374-2133 immediately!  
Participation is limited to the first 100 registrants.



All registered attendees will receive these valuable FREE gifts:

- ✓ Revealing Free Report: Online Selling Blueprint
- ✓ Revealing Free Manual: Best Selling Products on Amazon

Plus, the first 100 callers who attend are registered to win a FREE iPad in our One-of-Twenty iPad Giveaway!!!

### FIVE DAYS ONLY!

**MADISON**  
Tuesday, September 5<sup>th</sup>  
CROWNE PLAZA MADISON  
4403 E. Washington Ave  
Madison, WI 53704  
12pm-2pm or 6pm-8pm

**MADISON**  
Wednesday, September 6<sup>th</sup>  
SHERATON MADISON  
700 John Nolen Dr  
Madison, WI 53711  
12pm-2pm or 6pm-8pm

**BROOKFIELD**  
Thursday, September 7<sup>th</sup>  
EMBASSY SUITES  
1200 S. Moorland Rd  
Brookfield, WI 53005  
12pm-2pm or 6pm-8pm

**MENOMINEE FALLS**  
Friday, September 8<sup>th</sup>  
HARRISON HOTEL  
N20 W14750 Main Street  
Menominee Falls, WI 53051  
9am-11am or 12pm-2pm

**MILWAUKEE**  
Saturday, September 9<sup>th</sup>  
EAST WESTERN MILWAUKEE AIRPORT  
5101 S. Howard Ave  
Milwaukee, WI 53207  
9am-11am or 12pm-2pm

**Congratulations!** You've been chosen to attend an exclusive LIVE Amazon Workshop that is coming to the great state of Wisconsin. My name is Adam Bowser, and over the past 18 years I have sold over \$50 Million online. I'm going to be hosting a few local workshops around the Madison & Milwaukee area to share my secrets for making money on Amazon. This will truly be a once-in-a-lifetime opportunity. At this workshop you will see how to:

- ✓ Get started selling on Amazon and Make \$5,000-\$10,000 in the next 30 days...Even if you have never sold anything online before
- ✓ You can Create Your Own Amazon Seller's Account the Moment You Leave the Workshop
- ✓ Have Amazon Store & Inventory all of Your Products, Ship Out Your All Your Orders & We'll even show you the Hottest Products that sell the fastest on Amazon
- ✓ Start an Online Business with No Money out of your pocket. Setting up an Amazon Account is 100% Free
- ✓ I'll be Giving you Wholesalers You can call up and Get Great Deals for Huge profits. Or just make some extra \$\$ to Pay Your Bank Bill

You will not want to miss this amazing opportunity! I personally sold over \$12 Million on Amazon last year and this exclusive program is limited to the first 100 registrants.

Call 800-374-2133. If you are not one of the first 100 registrants, your name will be put on a waiting list. You have never experienced anything like this before. We guarantee it. Don't miss this event.

Adam Bowser, Amazon Wealth Systems

AS  
SEEN  
ON

MLB  
NBC

FOX  
NEWS

abc

USA  
TODAY

CNN





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## SPECIAL INVITATION

Click on the album and call with 978-335-7435 for more details!

Participants invited to the live show on January 17th

All registered attendees will receive a complimentary copy of the book "The Art of the Deal" by Donald Trump.

Bookings from March 1st to March 31st are required.

This, the first 100 callers who attend are registered to receive a free copy of the book "The Art of the Deal" by Donald Trump.

### FIVE DAYS ONLY

DATE	TIME	LOCATION
Monday, January 17th	10:00 AM - 12:00 PM	Trump Tower, New York City
Tuesday, January 18th	10:00 AM - 12:00 PM	Trump Tower, New York City
Wednesday, January 19th	10:00 AM - 12:00 PM	Trump Tower, New York City
Thursday, January 20th	10:00 AM - 12:00 PM	Trump Tower, New York City
Friday, January 21st	10:00 AM - 12:00 PM	Trump Tower, New York City

Bookings from March 1st to March 31st are required. This, the first 100 callers who attend are registered to receive a free copy of the book "The Art of the Deal" by Donald Trump.

Complete details on the invitation to the live show on January 17th are available on the Amazon website. Click on the album and call with 978-335-7435 for more details!

Participants invited to the live show on January 17th are required to book a room at the Trump Hotel, New York City, for the live show on January 17th. This, the first 100 callers who attend are registered to receive a free copy of the book "The Art of the Deal" by Donald Trump.

This, the first 100 callers who attend are registered to receive a free copy of the book "The Art of the Deal" by Donald Trump. Bookings from March 1st to March 31st are required.

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Bookings from March 1st to March 31st are required.



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Filed 12/06/17 Page 87 of 100

Call 800-975-1455 to Register  
For one of our free Amazon Workshops &  
Discover How to Profit with Amazon.com

**AWS**

**Amazon Wealth Systems** is a highly sought after internet training company, who has addressed large and small audiences around the world. Having trained in 15 different countries, we have been lucky enough to share the stage with leaders such as Jack Canfield, Tony Robbins, Mark Victor Hansen and many others.

For years we have been helping thousands of ordinary people take their lives back and create financial freedom by implementing our systems for success on Amazon. We are now affiliated with over 100 million on Amazon.com. Now we want to help you become our next Amazon success story. Come to this workshop and discover the power of Amazon FBA. Amazon has created this amazing system where they will store, inventory, ship out & handle all of your customer service for all of your orders.

**AWS**  
**WORKSHOP**

Where a calculation is  
call 800-975-1455 immediately

SECTION SEAT GENERAL  
ADMISSION 1 VIP  
EVENT CODE 070516  
YOU ARE WARMLY INVITED

Case 9417-CV-01830-1786  
1786

Exclusive Live SEATTLE AREA Event

Wednesday, July 5th  
HAMPTON INN  
3985 Bennett Dr  
Bellingham, WA 98225  
6pm-8pm ONLY

Thursday, July 6th  
COURTYARD BY MARRIOTT  
3003 Colby Ave  
Everett, WA 98201  
9am-11am / 12-2pm / 6-8pm

Friday, July 7th  
SHERATON BELLEVUE  
100 112th Ave NE  
Bellevue, WA 98004  
9am-11am or 12-2pm

Saturday, July 8th  
MARRIOTT REDMOND  
7401 164th Ave NE  
Redmond, WA 98052  
9am-11pm or 12pm-2pm

Sunday, July 9th  
MARRIOTT REDMOND  
7401 164th Ave NE  
Redmond, WA 98052  
9am-11pm or 12pm-2pm

SEATTLE AREA

amazon

VALUE 147.00

EVENT CODE 070516 1

YOU ARE WARMLY INVITED

Exclusive Live SEATTLE AREA Event

Wednesday, July 5th  
HAMPTON INN  
3985 Bennett Dr  
Bellingham, WA 98225  
6pm-8pm ONLY

Thursday, July 6th  
COURTYARD BY MARRIOTT  
3003 Colby Ave  
Everett, WA 98201  
9am-11am / 12-2pm / 6-8pm

Friday, July 7th  
SHERATON BELLEVUE  
100 112th Ave NE  
Bellevue, WA 98004  
9am-11am or 12-2pm

Saturday, July 8th  
MARRIOTT REDMOND  
7401 164th Ave NE  
Redmond, WA 98052  
9am-11pm or 12pm-2pm

Sunday, July 9th  
MARRIOTT REDMOND  
7401 164th Ave NE  
Redmond, WA 98052  
9am-11pm or 12pm-2pm

SEATTLE AREA

amazon

VALUE 147.00

EVENT CODE 070516 1

YOU ARE WARMLY INVITED

## SPECIAL INVITATION

Choose a location and call 800-557-3849 Immediately!  
Participation is limited to the first 100 registrants.



All registered attendees will receive these valuable FREE gifts:  
• Free Cell Phone Battery Charger or Free iPod Touch  
• Revealing Free Manual: Best Selling Products on Amazon

Plus, the first 100 callers who attend are registered to win a FREE iPad in our One-of-Twenty iPad Giveaway!!

FOUR DAYS ONLY!

Wednesday, July 5th HAMPTON INN 3985 Bennett Dr Bellingham, WA 98225 9am-11am / 12-2pm / 6pm-8pm	Thursday, July 6th COURTYARD MARRIOTT 3003 Colby Ave Everett, WA 98201 9am-11am / 12-2pm / 6pm-8pm
Friday, July 7th SHERATON BELLEVUE 100 112th Ave NE Bellevue, WA 98004 12pm-2pm or 6-8pm	Saturday, July 8th MARRIOTT REDMOND 7401 164th Ave NE Redmond, WA 98052 9am-11am or 12pm-2pm

**Congratulations!** You've been chosen to attend an exclusive LIVE Amazon Workshop that is coming to the greater Seattle area. My name is Chris Bowser, and over the past 18 years I have sold over \$40 Million online. I am coming to the Seattle area to share my secrets for making money on Amazon. This will truly be a once-in-a-lifetime opportunity.

At this workshop you will see how to:

- ✓ Make \$5,000-\$10,000 on Amazon in the next 30 Days.
- ✓ Start Selling on Amazon and You can Create Your Own Account the Moment You Leave the Workshop
- ✓ Have Amazon Store Your Stuff, Inventory Your Products & Ship Out Your All Your Orders & Generate \$1,000 - \$2,000 by Selling the Stuff You Have Lying around your House
- ✓ Start an Online Business with No Money out of your pocket. Setting up an Amazon Account is 100% Free
- ✓ I'll be Giving you Wholesalers You can call up and Buy & Get Great Deals for Huge profits, or just extra \$\$ to Pay Your Basic Bills From the Comfort of Your Own Home

You will not want to miss this amazing opportunity! I personally sold over \$12 Million on Amazon last year and this exclusive program is limited to the first 100 registrants.

Call 800-557-3849. If you are not one of the first 100 registrants, your name will be put on a waiting list. You have never experienced anything like this before. We guarantee it. Don't miss this event.

Chris Bowser  
FBAStores.com



AS SEEN ON

Best Selling Author & America's  
#1 Amazon Trainer is coming to  
the Greater Seattle area  
Call 800-557-3849 to Register  
For one of our free Amazon  
Workshops & Discover How  
to Profit with Amazon.com



Chris Bowser is a highly sought after Amazon trainer, who has addressed large and small audiences in hotels and conventions around the world. Having trained in 18 different countries, Chris has shared the stage with leaders such as Jack Canfield, Tony Robbins, Mark Victor Hansen, and many others.

For years Chris has been helping thousands of ordinary people take their lives back and create financial freedom by implementing his systems for success as Amazon sellers.

Today, he is considered one of the country's leading experts in his field. He is not affiliated with or connected to Amazon in any way, and just last year he sold over \$12 Million on Amazon.com. Now he wants to help you become his next Amazon success story. Come to this workshop and discover the power of Amazon FBA. Amazon has created this amazing system where they will store, inventory, ship out & handle all of your customer service for all of your orders!

Choose a location and  
call 800-557-3849 immediately!

**AMAZON WORKSHOP**

**Fulfillment by amazon**

**amazon**

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**SEATTLE AREA**

**amazon**

**TICKET**

**VIP**

**GENERAL**

**1 VIP**

**070516 1**

**147.00**

**Exclusive Live SEATTLE AREA Event**

**Wednesday, July 5th**

**HAMPTON INN**

**3983 Bennett Dr**

**Bellevue, WA 98004**

**8pm-9pm ONLY**

**Thursday, July 6th**

**COURTYARD BY MARRIOTT**

**3003 Colby Ave**

**Everett, WA 98201**

**9am-11am/12-2pm/6-9pm**

**Friday, July 7th**

**SHERATON BELLEVUE**

**100 112th Ave NE**

**Bellevue, WA 98004**

**9am-11am or 12-2pm**

**Saturday, July 8th**

**MARRIOTT REDMOND**

**7401 164th Ave NE**

**Redmond, WA 98052**

**9am-11pm or 12pm-2pm**

**Sunday, July 9th**

**MARRIOTT REDMOND**

**7401 164th Ave NE**

**Redmond, WA 98052**

**9am-11pm or 12pm-2pm**

**SEATTLE AREA**

**amazon**

**GENERAL**

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**Sunday, July 9th**

**MARRIOTT REDMOND**

**7401 164th Ave NE**

**Redmond, WA 98052**

**9am-11pm or 12pm-2pm**

FTC-0002232



## SPECIAL INVITATION

Choose a location and call 800-987-8602 immediately!  
Participation is limited to the first 100 registrants.



All registered attendees will receive these valuable FREE gifts:  
✓ 1pc Apple iPad 128GB Selling Products To an Amazonian for 2017  
✓ Free One Day Super Fast Business Strategy

Plus, the first 100 callers who attend are registered to win a FREE iPad in our One-of-Twenty iPad Giveaway!

**FIVE DAYS ONLY!**

<b>Tuesday, May 16th</b> <b>LOUISVILLE MARRIOTT</b> 1903 Embassy Sq. Blvd Louisville, KY 40299 12pm-2pm or 6pm-8pm	<b>Wednesday, May 17th</b> <b>CLARKSON LEXINGTON H.</b> 1050 Newtown Pike Lexington, KY 40511 12pm-2pm or 6pm-8pm	<b>Thursday, May 18th</b> <b>SHERATON FOUR POINTS</b> 1918 Stanton Way Lexington, KY 40511 12pm-2 or 6pm-8pm
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**Friday, May 19th**  
**WILTON GARDEN INN & SUITE**  
6850 Park Plaza Ave  
Louisville, KY 40241  
9am-11am or 12pm-2pm

**Saturday, May 20th**  
**THE RATION LOUISVILLE RIVERVIEW**  
705 W Riverside Dr  
Jeffersonville, IN 47130  
8am-11am or 12pm-2pm

**Congratulations!** You've been chosen to attend an exclusive LIVE Amazon Workshop that is coming to the greater Kentucky area. My name is Chris Sawyer and over the past 18 years I have sold over \$40 Million online. I am holding an event in the Kentucky area to share my secrets for making money on Amazon. This will truly be a once in a lifetime opportunity.

At this workshop you will see how to:

- ✓ Make \$5,000-\$10,000 on Amazon in the next 30 Days.
- ✓ Start Selling on Amazon and You can Create Your Own Account the Moment You Leave the Workshop
- ✓ Have Amazon Ship Your Stuff, Inventory Your Products & Ship Out Your All Your Orders & Generate \$1,000 - \$2,000 by Selling the Stuff You Have Lying around your House
- ✓ Start an Online Business with No Money out of your pocket. Setting up an Amazon Account is 100% Free
- ✓ I'll be Giving you Wholesale You can call up and Buy & Get Great Deals for huge profits, or just extra \$5 to Pay Your Basic Bills From the Comfort of Your Own Home


You will not want to miss this amazing opportunity! I personally sold over \$12 Millions on Amazon last year and this exclusive program is limited to the first 100 registrants.

Call 800-987-8602. If you are not one of the first 100 registrants, your name will be put on a waiting list. You may never experience anything like this before. We guarantee it. Don't miss this event!

*Chris Sawyer* Chris Sawyer  
FBA Millionaire

AS SEEN ON





**Best Selling Author & America's  
#1 Amazon Trainer is Holding an  
event in the greater Kentucky area  
Call 800-987-8602 to Register For one  
of our free Amazon  
Workshops & Discover How  
to Profit with Amazon.com**

**Chris Bowser** is a highly sought after, top Amazon  
Trainer, who has written and taught a million students, a  
million seminars and conventions around the world. He has  
trained over 10 different countries, who have shared  
the stage with leaders such as Jack Canfield, Gary  
Halperin, Mark Victor Hansen, and many others.

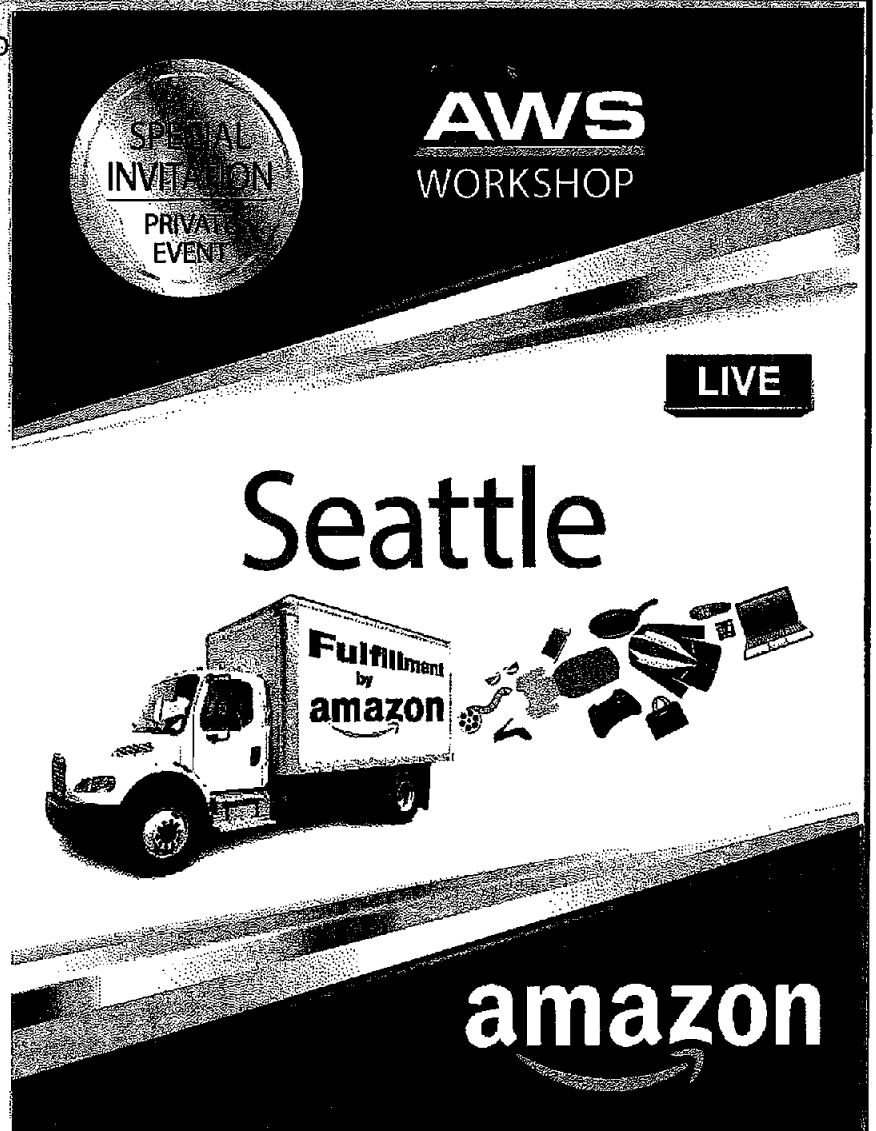
For over a 10 years he has been helping thousands of  
people going to take their business to the next level  
by teaching them how to use Amazon.com to their  
advantage.

He has been a successful entrepreneur for over 10 years and has  
made over \$100 million on Amazon.com. He has been a  
millionaire for over 10 years and has been a successful  
entrepreneur for over 10 years. He has been a successful  
entrepreneur for over 10 years and has been a successful  
entrepreneur for over 10 years.

**Choose a location and  
call 800-987-8602 immediately!**

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Case 2:17-cv-01830-JPD



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**SPECIAL INVITATION**

Choose a location and call 800-999-7813 immediately!

Participation is limited to the first 100 registrants.



All registered attendees will receive these valuable FREE gifts:

- ✓ Revealing Free Report: Online Selling Blueprint
- ✓ Revealing Free Manual: Best Selling Products on Amazon

Plus, the first 100 callers who attend are registered to win a FREE iPad in our One-of-Twenty iPad Giveaway!!!

**FIVE DAYS ONLY!**

<b>BELLINGHAM</b> Tuesday, November 7 <sup>th</sup> HOTEL BELLINGHAM 3895 Bennett Dr Bellingham, WA 98225 9am-11 or 12-2pm or 6-8pm	<b>EVERETT</b> Wednesday, November 8 <sup>th</sup> COURTYARD EVERETT 3003 Colby Ave Everett, WA 98201 9am-11 or 12-2pm or 6-8pm	<b>BELLEVUE</b> Thursday, November 9 <sup>th</sup> EMBASSY SUITES 3225 158th Ave SE Bellevue, WA 98008 9am-11 or 12-2pm or 6-8pm
<b>BOTHELL</b> Friday, November 10 <sup>th</sup> HILTON GARDEN INN 22600 Bothell Everett Highway Bothell, WA 98021 9am-11am or 12pm-2pm	<b>REDMOND</b> Saturday, November 11 <sup>th</sup> HYATT HOUSE REDMOND 15785 Bear Creek Parkway NE Redmond, WA 98052 9am-11am or 12pm-2pm	



**Congratulations!** You've been chosen to attend an exclusive LIVE Amazon Workshop that is coming to the greater state of Washington. My name is Adam Bowser, and over the past 18 years I have sold over \$50 Million online. I'm going to be hosting a few local workshops around the Seattle area to share my secrets for making money on Amazon. This will truly be a once-in-a-lifetime opportunity. At this workshop you will see how to:

- ✓ Get started selling on Amazon and Make \$5,000-\$10,000 In the next 30 days...Even If you have never sold anything online before
- ✓ You can Create Your Own Amazon Seller's Account the Moment You Leave the Workshop
- ✓ Have Amazon Store & Inventory all of Your Products, Ship Out Your All Your Orders & We'll even show you the Hottest Products that sell the fastest on Amazon
- ✓ Start an Online Business with No Money out of your pocket. Setting up an Amazon Account is 100% Free
- ✓ I'll be Giving you Wholesalers You can call up and Get Great Deals for Huge profits. Or just make some extra \$\$ to Pay Your Basic Bills

You will not want to miss this amazing opportunity! I personally sold over \$12 Million on Amazon last year and this exclusive program is limited to the first 100 registrants.

Call 800-999-7813. If you are not one of the first 100 registrants, your name will be put on a waiting list. You have never experienced anything like this before. We guarantee it. Don't miss this event.

Adam Bowser, Amazon Wealth Systems

AS  
SEEN  
ON



Call 800-999-7813 to Register  
For one of our free Amazon Workshops &  
Discover How to Profit with Amazon.com

**AWS**

Amazon Wealth Systems is a highly sought after Amazon training company, who has addressed large and small audiences around the world. Having trained in 18 different countries, we have been lucky enough to share the stage with leaders such as Jack Canfield, Tony Robbins, Mark Victor Hansen, and many others.

For years we have been helping thousands of ordinary people take their lives back and create financial freedom by implementing our systems for success on Amazon. We are not affiliated with or connected to Amazon in any way, we just love Amazon. Just last year we sold over \$12 Million on Amazon.com. Now we want to help you become our next Amazon success story. Come to this workshop and discover the power of Amazon FBA. Amazon has created this amazing system where they will store, inventory, ship out & handle all of your customer service for all of your orders!

**AWS**

**WORKSHOP**


Choose a location and  
call 800-999-7813 immediately!


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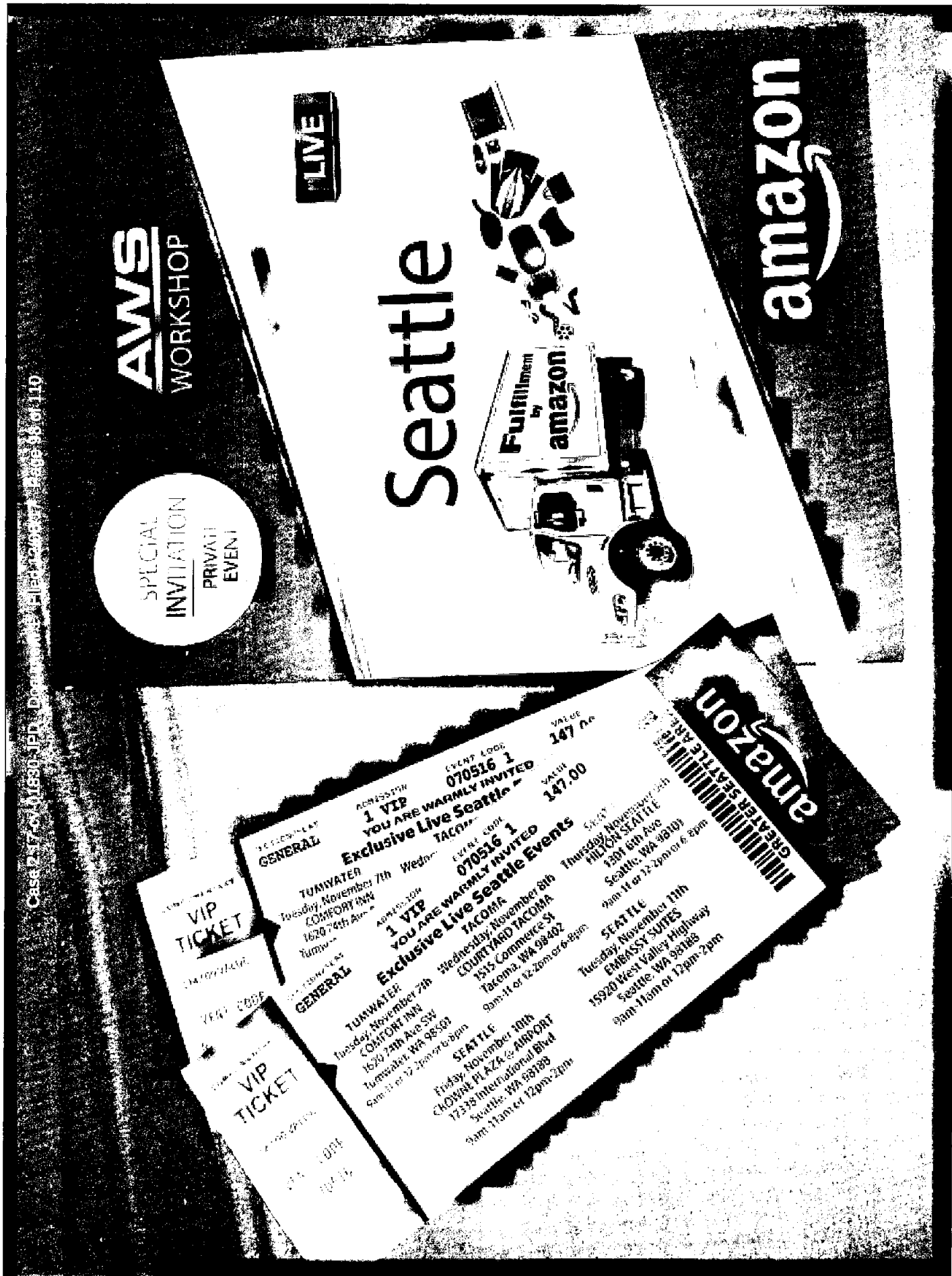
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 <b>VIP</b> <b>TICKET</b> \$147.00 VALUE EVENT CODE NO 070516 1	SECTION/SEAT <b>GENERAL</b>	ADMISSION <b>1 VIP</b>	EVENT CODE <b>070516 1</b>	VALUE <b>147.00</b>	
	YOU ARE WARMLY INVITED <b>Exclusive Live Seattle Events</b>				
	<b>BELLINGHAM</b> Tuesday, November 7th Hotel Bellingham 3895 Bennett Dr Bellingham, WA 98225 9am-11 or 12-2pm or 6-8pm	<b>EVERETT</b> Wednesday, November 8th COURTYARD MARRIOTT 3003 Colby Ave Everett, WA 98201 9am-11 or 12-2pm or 6-8pm	<b>BELLEVUE</b> Thursday, November 9th EMBASSY SUITES 3225 158TH AVE SE Bellevue, WA 98008 9am-11 or 12-2pm or 6-8pm		
	<b>BOTHELL</b> Friday, November 10th HILTON GARDEN INN 22600 Bothell Everett Highway Bothell, WA 98021 9am-11am or 12pm-2pm	<b>REDMOND</b> Tuesday, November 11th HYATT HOUSE 15785 Bear Creek Parkway NE Redmond, WA 98052 9am-11am or 12pm-2pm			

  
 GREATER SEATTLE AREA

 COMPLIMENTARY <b>VIP</b> <b>TICKET</b> \$147.00 VALUE EVENT CODE NO 070516 1	SECTION/SEAT <b>GENERAL</b>	ADMISSION <b>1 VIP</b>	EVENT CODE <b>070516 1</b>	VALUE <b>147.00</b>	
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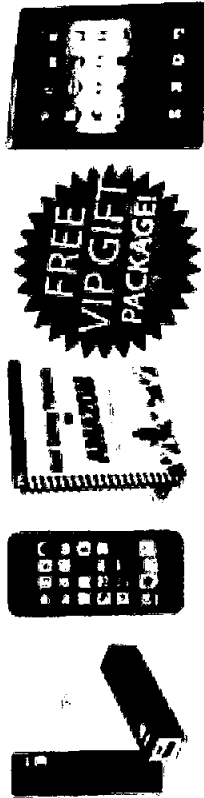
  
 GREATER SEATTLE AREA



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- ✓ Revealing Free Manual: Best Selling Products on Amazon

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### FIVE DAYS ONLY!

TUMWATER		TACOMA		SEATTLE	
Tuesday, November 7 <sup>th</sup>	COMFORT INN 1620 74th Ave SW Tumwater, WA 98501	Wednesday, November 8 <sup>th</sup>	COURTYARD TACOMA 1515 Commerce St Tacoma, WA 98402	Thursday, November 9 <sup>th</sup>	HILTON SEATTLE 1301 6th Ave Seattle, WA 98101
9am-11 or 12-2pm or 6-8pm		9am-11 or 12-2pm or 6-8pm		9am-11 or 12-2pm or 6-8pm	
SEATTLE		SEATTLE		SEATTLE	
Friday, November 10 <sup>th</sup>	CROWNE PLAZA SEATTLE AIRPORT 17338 International Blvd Seattle, WA 98148	Saturday, November 11 <sup>th</sup>	EMBASSY SUITES 15920 W. Valley Highway Seattle, WA 98188	9am-11am or 12pm-2pm	
9am-11am or 12pm-2pm					

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- ✓ Have Amazon Store & Inventory all of Your Products, Ship Out Your All Your Orders & We'll even show you the Hottest Products that sell the fastest on Amazon
- ✓ Start an Online Business with No Money out of your pocket. Setting up an Amazon Account is 100% Free

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**AW**

**WORKSHOP**

Choose a location and  
call 800-559-1577 immediately!

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# EXHIBIT 3

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# FBA STORES

Fulfillment By Amazon

## **Diamond Coaching Bonuses**

### **ACT NOW BONUSES** (only included the weekend of the live event)

**Bonus #1: Free \$1500 Amazon Gross Sales Value Goods** Fulfilled to Your Amazon Store within 2 weeks.

**Bonus #2: TWO Days in Boston with Chris and Adam's Team**

#### **Advanced Business Setup in our Office**

- (2) Days of Personal Coaching with Chris and Adam's team
- Complete Business Integration and Startup
- See how we operate and everything we do on a day-to-day basis
- Leave with your business set up around your schedule and lifestyle
- Night Out: Seafood Dinner on Boston Harbor

#### **Bonus #3: Private Labeling Marketing Campaign**

- When your business is fully operational and ready our team will help you white label or private label a product from sourcing to marketing.
- Direct Manufactures from China with sourcing we already have in place.
- The opportunity to sell a product with 100%+ markup with NO competition

#### **Bonus #4: 2<sup>nd</sup> Store Setup in Boston with fully loaded laptop & Mifi**

- We create your 2nd Amazon store so that you can double your income and sell your products twice as fast. Suppliers Trends & Upcoming Product Releases
- We provide you with the 2nd computer to run and manage your business from so that you don't link both accounts together. We show you how to keep everything separate so Amazon will never link your accounts.

#### **Bonus #5: Elite Coaching Hotline**

- Monday - Friday 9am - 9pm EST
- Amazon Specialists available to help at all times



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# EXHIBIT 4



# FBA STORES

Fulfillment By Amazon

**Gold Coaching Program**

***VIP Mentoring***

Congratulations on joining FBA Stores Gold Coaching Program. We will always strive to deliver everything you expect and more in all of your future business endeavors with FBA Stores.

**Benefits You Are Receiving As A Member of FBA Stores Gold Coaching Program:**

**#1 4 Personal 1 on 1 Coaching Sessions**

- **1-ON-1 COACHING SESSIONS**
  - 30-60 Min One on One Calls With one of our Coaches
- **3 Life Lines** – Direct Access to your Coach, When YOU Need Them
- **Online Training** where we can see your computer screen, control your mouse, so you will understand every step.
- **Tips, tricks, and techniques** that will increase all aspects of your business.

**#2 Done 4 You WHOLESALE Fulfillment**

- **Immediate Access to Product With 20% Profit Margins:** Immediately start buying products from our Wholesale Program:
  - Done For You Deals with Great Profit Margins
  - No Monthly overhead
  - Deal Analysis Before Placing an Order
  - Access to Our Supplier Rolodex
  - Ability to Negotiate Utilizing Our Buying Power
  - Working with our team constantly to implement NEW suppliers
  - Shipped right to you

**#3 Unlimited Access to “The Network”**

- **Product Board:**
  - Order Products Directly From our Warehouse, Easy Pay, Shipped to You
  - Access to Daily Deals
  - Access to Monthly Syndicate Deal, First Come First Serve
  - Leverage Network to Sell Your bulk deals to other students, or your product
  - The Network Always has Students looking to place Capital in good Product deals

**ACT NOW BONUSES** (only included the weekend of the live event)

**Bonus: 2 Personal 1 on 1 Coaching Sessions**

**Gold Coaching Program Terms and Conditions.**

The following terms and conditions govern your relationship with FBA Stores.

1. By signing this Agreement customer agrees to join FBA Stores Gold Coaching Program. The purpose of this program is to increase customer's core competency skills to be able to successfully run an ecommerce business, properly purchase product, and to leverage FBA Stores as a fulfillment center if needed.
2. In consideration for the training, Customer's investment will be \$9,995.00.
3. The program includes 6 one-on-one coaching sessions.
4. Customer will be assigned a coach and will be given a mutually agreed upon time slot when the coach will be available for calls. A phone number will be provided by the coach. If Customer neglects to call in or fails to reschedule prior to the call, the coach is under no obligation to reschedule any missed sessions and Customer's next contact with the coach will be at the regularly scheduled time.
5. Customer will receive assignments to be completed and these assignments will play a critical role in success online. Therefore Customer hereby commits to completing all assignments given in the time frame required and also to take action with the information given.
6. When purchasing product from FBA Stores, Customer agrees to honor FBA Stores Product Policies and Procedures which include but are not limited to; pricing guidelines, Minimum Advertised Price (MAP), Minimum Order Quantities (MOQ), and that all product orders cannot be shipped until Customer has sent in all of the appropriate items in their entirety. Failure to obey the aforementioned Policies and Procedures can result in FBA Stores terminating you from having any and all access to purchase product.
7. Customer accepts and recognizes that there are no refunds for the Gold Coaching Program, as access to all online training materials are delivered at the point of sale.
8. FBA Stores guarantees that as long as Customer applies the techniques and strategies that they teach, FBA Stores will remain by customer's side until Customer has recouped any investment.
9. Customer agrees to protect FBA Stores Intellectual Property, and to maintain the confidentiality of all information shared by FBA Stores.
10. **Customer and FBA Stores agree that any and all disputes that arise between them concerning any purchase or their relationship, shall be decided exclusively through binding arbitration conducted by the American Arbitration Association ("AAA").** The dispute will be decided by a single arbitrator who will apply the AAA's Commercial Arbitration rules. The arbitrator does not have authority to make an order for costs or attorney's fees, and will only award contract damages if any. If, however, a party files a suit in Court in violation of this written arbitration agreement, the party that is made to defend the suit in Court is entitled to an immediate stay and dismissal of such Court proceeding, and shall be entitled to an award of all reasonable attorneys fees and costs in connection with such Court proceedings. In order to keep costs down, the arbitration will be conducted through written submissions only, and the arbitrator will not require any live hearings. Customer waives all rights to class arbitration. Customer and Company further agree that each party will bear its own costs and attorney's fees incurred in connection with the AAA arbitration proceeding.
11. Except as expressly set forth in this document, FBA Stores makes no warranties, express or implied. All other warranties, express or implied, are hereby disclaimed by FBA Stores. In no event shall FBA Stores be liable for indirect, incidental or consequential damages.
12. These terms and conditions shall be governed by and interpreted under the laws of the State of Massachusetts without regard to its conflicts of law principles.
13. Prices are subject to change at any time and without notice.
14. Customer agrees to hold FBA Stores, its owners and employees, and any or all companies or persons associated with the same harmless of any liability related to any of the products purchased under this agreement.

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My signature below represents my agreement with each of the statements and requirements of this Terms and Conditions.

Name: (Please Print) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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# EXHIBIT 5



# FBA STORES

Fulfillment By Amazon

## **"Amazon Insider Network" Mentoring Program**

***Wholesale Coaching***

Congratulations on joining FBA Stores Amazon Insider Network Program. We will always strive to deliver everything you expect and more in all of your future business endeavors with FBA Stores.

### **Benefits You Are Receiving as A Member of FBA Stores Wholesale Coaching Program:**

#### **#1 2 Weeks of Personal 1 on 1 Coaching Sessions**

- **1-ON-1 COACHING SESSIONS**
  - 30-60 Min One on One Calls With one of our Coaches
- **Coaching Hotline** support Monday – Friday 8am – 8pm EST
- **Computer Sharing** where we can see your computer screen, control your mouse, so you will see every step.
- **Tips, tricks, and techniques** that will increase all aspects of your business.

#### **#2 Access to FBA Stores Angel Supplier Rolodex**

- Immediate Access to Product: Immediately start buying products of your choice from FBA Stores top 15 Suppliers that they do business with every week
- Deals with Great Profit Margins
- Product specialist that provides deal analysis before placing an Order
- Working with our team constantly to implement NEW suppliers



#### **#3 FBA Stores Deal Analysis & Partnering Program**

- Access to Our Supplier Rolodex
- Send any deal to deals@fbastores.com and we'll analyze the deal and tell you if you should buy it or not.

# EXHIBIT 6



Case 2:17-cv-01830-JPD Document 1

**FBA STORES**

Fulfillment By Amazon

**Continuing Education****CONTINUING EDUCATION****ADVANCED EDUCATION PROGRAMS****MASTERMIND 3X YEAR**

Full Price Discount

**INVITATION ONLY****DIAMOND ENROLLMENT**

Full Price

Discount

Onsite Investment

--	--

**34,995**

- **16 Personal 1 on 1 Coaching Sessions**

*Included*

Held every week at a scheduled time with our Amazon Coach

- **Access to FBA Stores Angel Supplier Rolodex**

*Included*

Lifetime supply of product with great deals for your store

- **FBA Stores Deal Analysis & Partnering Program:**

*Included*

We will analyze any deal you get offered &amp; partner with you on deals

- **Fulfillment by Adam (FBA)**

*Included*

We fulfill any product orders to Amazon warehouses

- **3 Day "Amazon Summit" Trade Show Event**

*Included*

Las Vegas ASD &amp; CES Trade Show twice a year

- **Unlimited Access to "The Network"**

*Included*

Wholesale products to &amp; through our network of online sellers

- **Ungating: in 2 categories in first store**

*Included***PLATINUM ENROLLMENT**

Full Price

Discount

Onsite Investment

--	--

**19,995**

- **8 Personal 1 on 1 Coaching Sessions**

*Included*

Held every week at a scheduled time with our Amazon Coach

- **Access to FBA Stores Angel Supplier Rolodex**

*Included*

Lifetime supply of product with great deals for your store

- **3 Day "Amazon Summit" Trade Show Event**

*Included*

Las Vegas ASD &amp; CES Trade Show twice a year

- **Unlimited Access to "The Network"**

*Included*

Wholesale products to &amp; through our network of online sellers

**GOLD ENROLLMENT**

Full Price

Discount

Onsite Investment

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**19,995**

- **4 Personal 1 on 1 Coaching Sessions**

*Included*

Held every week at a scheduled time with our Amazon Coach

- **Access to FBA Stores Angel Supplier Rolodex**

*Included*

Lifetime supply of product with great deals for your store

- **Unlimited Access to "The Network"**

*Included*

Wholesale products to &amp; through our network of online sellers